REQUEST FOR PROPOSALS FOR:
SITE DEVELOPMENT OF THE PASCO SHERIFF'S OFFICE F1RST COMPLEX IN LAND O LAKES, FLORIDA

PASCO SHERIFF'S OFFICE
PURCHASING SECTION
19415 CENTRAL BOULEVARD
LAND O' LAKES, FL 34637
Telephone: 813-235-6011
PURCHASING@PASCOSHERIFF.ORG

RFP NO. 1FY26-1

ISSUE DATE: MAY 22, 2026

NOTICE

REQUEST FOR PROPOSALS
FOR
SITE DEVELOPMENT OF THE PASCO SHERIFF'S OFFICE F1RST COMPLEX IN LAND O LAKES, FLORIDA

RFP 1FY26-1

The Pasco Sheriff's Office is accepting sealed Proposals to be received **NO LATER THAN 3:00 P.M. (local time) on TUESDAY, JUNE 23, 2026 for SITE DEVELOPMENT OF THE PASCO SHERIFF'S OFFICE F1RST COMPLEX IN LAND O LAKES, FLORIDA**

Proposals will be accepted at:

PASCO SHERIFF'S OFFICE
PURCHASING DEPARTMENT
19415 CENTRAL BOULEVARD
LAND O' LAKES, FL 34637
Telephone: 813-235-6011

PSO officially distributes these Request for Proposal documents through an online system EUNA OpenBids/ Demand Star at www.demandstar.com. These Request for Proposal documents may be downloaded at NO COST using this system. These Request for Proposal documents may also be obtained from the Pasco Sheriff's Office's public website www.PascoSheriff.com under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES. Copies of these Request for Proposal documents obtained from other sources are not considered official and should not be relied upon. PSO is not responsible for documents obtained from sources other than Demand Star or our public website. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official Request for Proposal documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official Request for Proposal documents shall still be bound by the Request for Proposal, including any changes, modifications, or additions to the official Request for Proposal documents. **IF YOU OBTAINED A REQUEST FOR PROPOSAL DOCUMENT FROM A SOURCE OTHER THAN THE DEMANDSTAR ONLINE SYSTEM OR THE PASCO SHERIFF'S OFFICE PUBLIC WEBSITE, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.DEMANDSTAR.COM OR FROM OUR PUBLIC WEBSITE WWW.PASCOSHERIFF.COM AT NO COST.**

NOTICE TO PROPOSERS

To ensure your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jasmin Ortiz-Olson, Purchasing Manager, at 813-235-6011 or purchasing@pascosheriff.org. **You may contact Purchasing at any time during this process, including during the blackout period.**

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PART I

REQUEST FOR PROPOSAL REQUIREMENTS

- INSTRUCTIONS TO PROPOSERS -

PROJECT NAME: SITE DEVELOPMENT OF THE PASCO SHERIFF'S OFFICE F1RST COMPLEX IN LAND O LAKES, FLORIDA

TECHNICAL SPECIFICATIONS/SCOPE OF WORK: Attachments A-H

PRE-PROPOSAL CONFERENCE: **There will be no pre-proposal conference conducted for this RFP. Interested proposers are responsible for reviewing all solicitation documents and submitting requests for clarification in accordance with the instructions and timelines provided.**

__ Attendance Mandatory
(Mark with 'X' if applicable)

QUESTION DEADLINE: Friday, June 5, 2026 at 3pm Local Time on a clock designated by PSO.

RESPONSE DEADLINE: Tuesday, June 23, 2026 at 3pm Local Time on a clock designated by PSO.

RETURN RESPONSES TO: Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, Land O' Lakes, Florida, 34637.

ELECTRONIC RESPONSES WILL BE ACCEPTED VIA EUNA OPENBIDS / DEMANDSTAR ONLY.

PROPOSAL OPENING: Wednesday, June 24, 2026 at 9am Local Time

PLACE OF PROPOSAL OPENING: The proposal opening for this solicitation will be conducted virtually via Microsoft Teams. Interested parties may attend electronically. Please contact the Purchasing Department purchasing@pascosheriff.org to obtain the meeting link and access information prior to the scheduled opening time.

1. INTRODUCTION

The Pasco Sheriff's Office ("PSO") invites interested site development contractors, hereinafter referred to as Proposers, to submit proposals to complete the expansion and modification of the Civil Site Work to the existing PSO training complex. The selection of the best value proposal will be based on a combination of factors including qualifications, overall firm experience, relevant experience with similar projects, project team qualifications, construction schedule and time of delivery of the project, coordination approach, and price. Please see Paragraph 18 - AWARD OF CONTRACT; REJECTION OF PROPOSALS, for specific scoring details.

PSO is requesting proposals to redevelop and expand existing roadways and parking areas within the Pasco County Sheriff's Office Training Complex located on Charles Bo Harrison Way in Land O' Lakes. The Contractor must provide all materials to complete the project. All aspects of the site development shall conform to the site requirements set forth in the scope of work and construction documents, attachments A- H.

- Mobilization.
- Clearing and grubbing.
- Construction of temporary access road and parking as the complex will continue normal operations.
- Regular excavation.
- All utility installations.
- Final grading.
- Foundation preparation.
- Erosion control.
- Landscaping and irrigation.
- Asphalt pavement structure/asphalt millings/asphalt resurfacing.
- Gravel parking.
- Sidewalks, curbs and ramps.
- Storm water management systems.
- Provide dewatering systems as required.
- Parking and roadway lighting.
- Fencing and security gates.
- Ensure compliance with permitting and environmental regulations.
- Include monthly progress updates.
- Complete the site work within 18 months.

The site development will be on the PSO training complex located on the north side of Central Boulevard east of US Highway 41 and west of Lucy Dobies Court, Land O' Lakes, FL 34637 in Pasco County, as set forth in the plans and specifications.

It is the intent of this RFP to award the site development of the Pasco Sheriff's Office F1RST complex in Land O Lakes, Florida to the highest ranked Proposer based on the following criteria:

a) Proposer background, staffing, and experience: The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

b) References: Provide three (3) references for the most recent projects of similar size completed by Proposer. Proposer shall include contact names, company name, phone numbers, date of recent project completion, and total contract amount.

c) The quality of performance of previous construction contracts.

d) Construction schedule, plans and time of delivery of the project.

e) Proposal Submission completeness and compliance with the specifications.

f) Price. Pricing shall be a factor in evaluating the proposals; however, Pasco Sheriff's Office reserves the right to select a Contractor based on the listed criteria, instead of lowest proposal.

g) Whether the Proposer is a local business (if the funding for this project is from state or federal funds, no local vendor preference will be given). This project [X] **does** [ ] **does not** use state or federal funding.

Pricing is a factor, but it is not the determinative factor, as this project seeks the best value proposal in accordance with the evaluation criteria in line with the vision of site development of the Pasco Sheriff's Office F1RST complex in Land O Lakes, Florida through the use of appropriated funds. The Proposers will be ranked based on an evaluation of criteria as described in Section 4.2, Outline Format for Response by five evaluators.

By submitting a Proposal, Proposers agree to all of the conditions of this Request for Proposal.

2. COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION.

2.1 It is strictly prohibited for a proposer to communicate with or lobby evaluation committee members, Pasco Sheriff's Office employees, or elected officials **(including the duly elected Pasco County Sheriff)** regarding this Request for Proposal. The term "proposer" shall include the proposer or any member of the proposer's staff, an agent of the proposer, or any person employed by any legal entity affiliated with or representing an organization that is responding to this Request for Proposal outside a publicly noticed meeting specifically called to address this particular Request for Proposal. Nothing herein shall prohibit a prospective proposer from contacting the Purchasing Manager to request a public record, address concerns or grievances, or to receive clarification about a particular procurement.

2.2 For purposes of this provision, lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with this Request for Proposal through direct

or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal to be rejected.

2.3 The prohibition on communication with Pasco Sheriff's Office employees (including the duly elected Pasco County Sheriff) by proposers and their representatives regarding this Request for Proposal in which they have pecuniary interest begins upon issuance of the Request for Proposal and ends upon final award, when a protest is resolved, or when this Request for Proposal process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a proposer may have an interest outside of this Request for Proposal.

3. AMERICANS WITH DISABILITIES ACT

The Pasco Sheriff's Office (PSO) does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the PSO's functions. Anyone requiring reasonable accommodation to review the solicitation or for the public meetings related to this Request for Proposal should contact Purchasing at 813-235-6011 or purchasing@pascosheriff.org and, if for a meeting accommodation, at least twenty-four (24) hours in advance of the meeting.

4. REQUEST FOR PROPOSAL

4.1 Request for Proposal Package. The Instructions to Proposers (Part I), the General Conditions of the Contract (Part II), the Request for Proposal, including addendums (Part III), and the Agreement (Part IV), together with all other documents identified in Article I of the General Conditions of the Contract (Part II), constitute the entire Request for Proposal Package, and upon award, shall constitute the Contract Documents concerning the above-referenced Project. Said Request for Proposal Package must be the basis upon which all Proposals are offered. It is the responsibility of each Proposer to ensure its responses clearly and directly respond to each of the requirements listed in Section 4.2, Outline Format for Response. The Response shall include full completion of part Part III, including exhibits and appendices thereto. The Proposer must manually sign the Proposal in black or blue ink. Proposals may be submitted by mail, delivery, or electronically as outlined below:

> For mailed or delivered responses: One (1) fully completed and executed original Proposal and four (4) copies must be submitted in a sealed envelope to the Pasco Sheriff's Office's Purchasing Department, along with any other documentation required by this Request for Proposal Package, at the time and place herein specified. Proposer shall also supply two (2) electronic copies of the entire Proposal, one complete copy clearly marked COMPLETE COPY and one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. Electronic copies are preferred on a flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copies, reflecting the same pagination as the original and showing the space from which information was redacted. Proposer shall be responsible for clearly identifying all proprietary/confidential information and for ensuring the electronic copy is protected against restoration of redacted data.
>
> For electronic responses: Electronic responses may only be submitted via the EUNA OpenBids/ Demandstar website. One (1) fully completed and executed original Proposal, along with any other

documentation required by this Request for Proposal Package, by the time herein specified via EUNA OpenBids/ Demandstar. Proposer shall also supply one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. Except for the redacted information, the redacted copy must be identical to the original hard copies, reflecting the same pagination as the original and showing the space from which information was redacted. Proposer shall be responsible for clearly identifying all proprietary/confidential information and for ensuring the electronic copy is protected against restoration of redacted data.

Errors or omissions in any Proposal submitted may result in the rejection or disqualification of the Proposal. PSO also reserves the right to waive minor irregularities in the RFP or the submitted responses and may cancel, re-advertise, postpone or modify the RFP schedule at any time.

The failure of a Proposer to attend the mandatory pre-proposal conference and/or of a Proposer to provide a proposal in either format as outlined above may result in disqualification of the Proposal as non-responsive. Errors or omissions in any Proposal submitted may result in the rejection or disqualification of the Proposal. PSO also reserves the right to waive minor irregularities in the RFP or the submitted responses and may cancel, re-advertise, postpone, or modify the RFP schedule at any time.

4.2 Outline Format for Response. This section outlines the format, information and documentation that Proposers must submit in response to this RFP to be considered responsive. In the event any of the following information is missing, the proposal shall be disqualified.

1. A. Include a letter of interest from Proposer addressing the response (optional).

   B. Project specific Contractor's Qualification Statement (A305-2020). The form shall include A305-2020 Exhibit A- General Information, Exhibit B- Financial and Performance Information, Exhibit C- Project Specific Information and Exhibit D- Contractor's Past Project Experience. This form can be found on the following website: https://aiacontracts.com/documents

   C. Approach to a project. Contractor shall provide on company letterhead a ten (10) page maximum description of how the Contractor approaches Public Sector projects including, but not limited to management of the work, permitting, coordination, civil site work activities, working with the civil engineer, etc. This should clearly indicate the Contractor understands its potential working relationship with the Pasco Sheriff's Office.

   D. A copy of the Contractors State of Florida License.

   E. A copy of the Contractors State of Florida Corporation Certification.

   F. A Certificate of Insurance indicating Professional Liability and other Business insurance programs.

G. Provide a schedule overview for the Project. Assume that the parties will be in contract by July 31, 2026. At a minimum, provide the following proposed timelines and plans for:

1. Earliest date of project commencement
2. Date of substantial completion

H. Provide an estimated schedule of payments by month of construction for the project. During each month of construction, Proposer should provide an estimate for billed work performed during that timeframe. Proposer may identify specific months (April, May, June, etc.) or use generic identifiers (Month 1, Month 2, Month 3, etc.).

I. Prices must be quoted only upon the Proposal form attached hereto and identified as the Request for Proposal (Part III), and no other Proposals will be accepted. All prices quoted are to be F.O.B. for the designated Project site in Pasco County, Florida.

J. If claiming to be a local business, Proposers should provide a local business tax receipt showing a current principal place of business in Pasco County (if the funding for this project is from state or federal funds, no local vendor preference will be given). This project [X] **does** [ ] **does not** use state or federal funding.

4.3 Delivery of Proposals. The Proposer is hereby directed to cause delivery of its Proposal for this Project to the Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, Land O' Lakes, FL 34637, prior to the proposal opening time, which is specified above. The delivery of said Proposal to the PSO Purchasing Department, prior to the time and date stated in the preceding sentence, is solely and strictly the responsibility of the Proposer. The PSO will in no way be responsible for delays caused by the United States Postal Service, other carriers, or for delays caused by any other occurrence. All Proposals must be manually and duly signed by an authorized corporate director or officer, authorized agent, or authorized partner (as applicable). All Proposals must be marked, on the outside sealed envelope, with the PROJECT NAME SPECIFIED ABOVE. The decision to refuse to consider a Proposal that was received beyond the date/time established above shall not be a basis for a protest.

4.4 Execution of Proposals. When a Proposer is a partnership, the Proposal shall be signed in the name of the firm and by all partners required to do so under the terms of their partnership agreement. When a corporation or limited liability company is a Proposer, the authorized director or officer signing the Proposal shall set out the legal name of the entity in full, beneath which said director or officer shall sign his or her name and give the title of his or her office, and the Proposal shall bear the seal of the corporation. Anyone signing the Proposal as an agent for the Proposer must file with the Proposal legal evidence of the authority to do so. A Proposer that is a corporation, a limited liability company or a limited partnership shall furnish to PSO a duly certified copy of its permit, certificate of registration with the Florida Secretary of State, or other authorization, if any, to transact business in the State of Florida, preferably along with the Proposal, and no later than forty-eight (48) hours after any request for the same is made by the PSO. In addition, any such authorization must be effective as of the date of the Proposal. Failure to submit

evidence that the Proposer qualifies to transact business in the State of Florida as stated above may be the basis for rejection of the Proposal.

4.5 No Changes After Proposal is Delivered. Sealed Proposals may not be amended or otherwise changed by any writing placed outside the sealed proposal package; except, however, any such written external communication by a Proposer may be construed by the PSO as indicating a *withdrawal* of the proffered, sealed proposal to which the communication relates (thereby causing the Proposer to have issued *no proposal* for consideration by the PSO).

4.6 Other Responsibilities of the Proposer. The Proposer is solely responsible for reading and completely understanding the terms, conditions, and other requirements of the RFP/Contract Documents. The Proposal opening time shall be scrupulously observed. Under no circumstances will Proposals delivered after the delivery time specified be considered. Late Proposals will not be accepted.

4.7 Business Name Requirement. The Proposer must provide on the Pricing Form, Proposer/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Proposer must immediately notify the PSO Purchasing Department as to the change and provide all supporting documentation.

4.8 Withdrawal or Modification of Proposal. Proposals may be withdrawn on written or telegraphic requests dispatched by the Proposer in time for delivery in the normal course of business prior to the time fixed for the opening of Proposals; provided, however, that written confirmation of any telegraphic withdrawal over the signature of the Proposer is deposited with the United States Postal Service, postage pre-paid for first class or express mail delivery, and postmarked prior to the time set for the opening of Proposals. Except as specifically provided herein, no Proposer may modify a proposal after the appointed proposal opening time. Negligence on the part of the Proposer in preparing its Proposal confers no right of withdrawal or modification of its Proposal after PSO staff has opened such Proposal at the appointed time and place. Proposers may not withdraw or modify their Proposals after the appointed Proposal opening time. Said Proposals and any proposal security shall be in force for a period of not less than ninety (90) days after the proposal opening time. Further, said proposal security and Proposal shall continue in force after said period of ninety (90) days, until thirty (30) days following the date of receipt by the PSO of written notice from the Proposer of its intent to withdraw its Proposal, or until the date specified in said written notice as the expiration date of the Proposal, whichever is later. The aforementioned proposal security or Proposal times will remain in effect irrespective of whether an award has theretofore been made by PSO. Notwithstanding the provisions of the preceding sentence, the Proposer may extend its Proposal at any time prior to the scheduled expiration thereof. Proposer may not assign or otherwise transfer their Proposals prior to, or after, the Proposal opening time.

4.9 Opening of Proposals. At the time and place fixed for the opening of Proposals (see above), every Proposal properly delivered within the time fixed for receiving Proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Any Proposer and other persons interested may be present or represented.

4.10 Power of Attorney. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

4.11 Interpretation of Contract Documents. No interpretation of the meaning of the Drawings, Specifications, or other Contract Documents will be made to, or if made may be relied upon by, any Proposer except as expressly noted below. Every request for such interpretation must be in writing, addressed to the Purchasing Manager, and emailed to purchasing@pascosheriff.org. To be given consideration, such requests must be received prior to the question deadline as set by the solicitation. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted at the Pasco Sheriff's Office Purchasing Department, and on the Pasco Sheriff's Office's public website under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES and sent to each prospective Proposer, at the respective addresses furnished for such purposes not later than five (5) days prior to the proposal opening date. If requested, a copy may be obtained by the prospective Proposer or its representative at the Pasco Sheriff's Office Purchasing Department 19415 Central Boulevard, Land O' Lakes, FL 34637. Failure of any Proposer to acknowledge any such addendum or interpretation shall not relieve said Proposer from any obligation imposed in such addendum. All addenda so issued shall become part of the RFP/Contract Documents when the PSO has provided addenda within the time frame stated above. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications of this solicitation.

4.12 Site Examination. Before submitting a Proposal, every Proposer must carefully examine the site of the proposed Work and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all Work required pursuant to the mandates and requirements of this Request for Proposal package. No pleas of ignorance of conditions or difficulties that may exist prior to the Proposal opening time, or of conditions or difficulties that may be encountered in the execution of the Work pursuant to this Request for Proposal package as a result of a failure to make necessary and reasonable examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the successful Proposer (i.e., the Contractor) to fulfill, in every detail, all of the requirements of the Contract Documents, nor will they be accepted as a basis for any claims whatsoever for extra compensation, or for any extension of time.

4.13 Confidential, Proprietary Information, or Trade Secrets. PSO will use reasonable efforts to protect the secrecy and confidentiality of and avoid disclosure or use of confidential or proprietary information or trade secrets, as defined in Florida Statute. In the event of dissemination, disclosure, or use of confidential or proprietary information or trade secrets information which is not permitted, PSO shall notify the other party promptly in writing and will use reasonable efforts to assist the other party in minimizing the damage resulting from an unauthorized disclosure. PSO shall notify Proposer of any requests for information so designated and Proposer shall bear the costs of any litigation which arises out of a dispute whether such information qualifies as confidential or proprietary information or trade secrets. If Proposer is informed of a request for information which it has claimed to be confidential or proprietary information or trade secrets and it does not promptly respond, then the PSO shall deem that Proposer has abandoned its claim of the information being a confidential or proprietary information or trade secrets and disclose the documentation according to a public records request pursuant to Florida Statute 119.07. In

the event Proposer should assert any proprietary, confidential, or trade secret status to any of its systems, methods, procedures or written materials and other controls employed by Proposer in the performance of its obligation pursuant to this Agreement, then Proposer shall assert such claim on its own, and shall defend and hold harmless the Pasco Sheriff's Office, the Sheriff, the Sheriff's employees, officers, appointees and agents against all liabilities for Proposer's failure to comply with the requirements of the law with regard to the release of records. Proposer's Confidential Information and/or Trade Secret information shall not be disclosed by PSO to any third party except as permitted under this Agreement or as required by law subject to compliance with the procedure set forth in this Article.

Proposer shall be responsible for clearly identifying all proprietary/confidential information/trade secrets in its proposal documents as specified and for ensuring the submitted electronic copies are protected against restoration of redacted data.

5. CONTRACTOR LICENSING, REGISTRATION, AND CERTIFICATION

5.1 Each Proposer shall be properly licensed, registered, and/or certified, as necessary or otherwise appropriate, by the State of Florida, Pasco County, and/or any municipality in Pasco County, for each category of Work specified in this proposal. The PSO reserves the right to request copies of such licenses, registrations or certifications.

5.2 For categories of work that are exempt from licensing, registration, and/or certification requirements under Florida Statute, but where certification by the Florida Department of Transportation is available, the Proposer shall be certified by the Florida Department of Transportation in each category, as necessary or otherwise appropriate.

5.3 All required licenses, registrations, and/or certifications must be current and effective as of the Proposal Opening date and must be maintained throughout the life of the contract. Failure to be properly licensed, registered, and/or certified as of the Proposal Opening date will result in rejection of the proposal as non-responsive, and at any other time during the life of the contract shall constitute sufficient grounds for a declaration by the PSO that the Contractor is in default and for termination of the contract for cause by the PSO.

6. OFFICIAL DOCUMENTS

PSO is not responsible for expenses incurred prior to award, including any pre-litigation proposal protest. PSO officially distributes these Request for Proposal documents through an online system EUNA OpenBids/ Demand Star at www.demandstar.com. These Request for Proposal documents may be downloaded at NO COST using this system. These Request for Proposal documents may also be obtained from the Pasco Sheriff's Office's public website www.PascoSheriff.com under CITIZEN RESOURCES → RESOURCES → VENDOR RESOURCES. Copies of these Request for Proposal documents obtained from other sources are not considered official and should not be relied upon. PSO is not responsible for documents obtained from sources other than EUNA OpenBids/ Demand Star or our public website. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official Request for Proposal documents. Vendors who submit responses and later claim they did not receive

complete documents or had no knowledge of any change, modifications, or additions made to the official Request for Proposal documents shall still be bound by the Request for Proposal, including any changes, modifications, or additions to the official Request for Proposal documents. **IF YOU OBTAINED A REQUEST FOR PROPOSAL DOCUMENT FROM A SOURCE OTHER THAN THE EUNA OpenBids/ DEMANDSTAR ONLINE SYSTEM OR THE PASCO SHERIFF'S OFFICE PUBLIC WEBSITE, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.DEMANDSTAR.COM OR FROM OUR PUBLIC WEBSITE WWW.PASCOSHERIFF.COM AT NO COST.**

7. CONFLICT OF INTEREST

The Proposer, by submission of its Proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of PSO is financially interested, directly or indirectly, in the offer of goods or services specified in this Request for Proposal.

8. DEBARMENT

By submitting a Proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

9. COLLUSION AMONG PROPOSERS

Each Proposer, by submitting a proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all proposals shall be rejected if there is any reason for believing that collusion exists among the proposers. PSO may or may not, at its discretion, accept future proposals for the same work from participants in such collusion. More than one (1) proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Proposer has interest in more than one (1) proposal for the work being proposed may result in rejection of all proposals in which the Proposer is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a proposal for the work.

10. TAXES

The attention of the Proposer is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this matter, and that all applicable taxes and fees shall be deemed to have been included in Proposal of the Proposer. However, PSO is a tax exempt organization and will provide a tax exempt certificate upon request.

11. PROPOSAL ERRORS

The Proposer should initial erasures or corrections in any Proposal in ink. PSO shall reject any Proposal with such erasures or corrections where PSO staff concludes it cannot determine with certainty the accuracy or intent of said Proposal, as corrected. In the case of unit price contracts, if an error is committed in the listed price of an item, the Contractor shall be bound by the lower of the unit price as shown in the Proposal or Contractor's stated price. Unit prices will be utilized to adjust the total compensation due the successful Proposer based on actual quantities encountered. *No negotiation of these unit prices after contract award will be allowed.* Significant changes in quantities, including total deletions, are possible. Therefore, each Proposer shall proportionately distribute overhead and profit across the unit prices.

12. DEVIATIONS

No material deviations or exceptions shall be accepted with the Proposal. This shall not preclude the proposal of substitute brand names, pursuant to paragraph 14 below.

13. CONDITION OF MATERIALS AND PACKAGING

In instances where the Specifications make this subject applicable (and unless otherwise indicated), all goods and items offered for sale and/or shipped by the successful Proposer pursuant to the requirements imposed upon said Proposer by this request for proposal package, will be new and of good quality; all related containers being new and suitable for storage and shipment; and all prices shall include the cost of standard commercial packaging. The successful Proposer shall be solely responsible for making any and all claims against carriers as concerns missing or damaged items.

14. BRAND NAMES, REQUESTED INFORMATION, AND DESCRIPTIVE LITERATURE

In instances where the RFP/Contract Documents make this subject applicable, any use therein of brand names, manufacturer's makes, trade names, information and/or catalog numbers are so used for the purpose of providing description and for establishing acceptable quality levels. Such references are not intended for the purpose of placing restrictions upon a Proposer (other than as to quality), and any Proposer may propose and describe brands believed to be equal or better than the otherwise-specified brand. The burden of proof that the brand proposed by the Proposer is in fact equal to that referenced in the RFP/Contract Documents lies exclusively with the Proposer. In the event that either PSO staff or the Professional determines that the equal proposed by the Proposer does not meet the specifications, the successful Proposer shall be required to provide the named brand item, or an equal acceptable to PSO, at no additional cost to PSO.

Each Proposer must furnish all requested information in the spaces provided on the Proposal (Part III). Additionally, where required pursuant to the provisions of this request for proposal package, each Proposer must submit the following with their Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Proposals are not acceptable to PSO.

15. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

All material, equipment, etc., as proposed and offered by a Proposer, in instances where applicable due to the nature of the matter with which this RFP package is concerned, must meet and conform to all O.S.H.A. requirements as set forth in Subpart E of the O.S.H.A. Standards for Construction (29 CFR 1926), as amended. The signature of the Proposer or of the authorized representative thereof upon the Proposal (Part III) shall constitute certification of such fact.

16. TIME IS OF THE ESSENCE; LIQUIDATED DAMAGES

Each Proposer is reminded that *time is of the essence of this Agreement*, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the Contractor, and termination of the Agreement for cause. If the RFP/Contract Documents so indicate, an amount determined for liquidated damages at the daily rate specified shall be assessed against the successful Proposer not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement (Part IV).

17. ASSIGNMENT OF THE CONTRACT

No successful Proposer may make any assignment of any resulting Agreement between the parties, in whole or in part, without the prior written authorization of the PSO, which authorization shall remain the exclusive option of the PSO or its designee.

18. AWARD OF CONTRACT; REJECTION OF PROPOSALS

It is the intent of this RFP to award 1FY26-1 Site Development for the Pasco Sheriff's Office F1RST Complex to the Proposer with the highest number of points based on the following criteria:

A. Qualifications: **Up to 30 total points**

1. Reputation, judgment, experience, and efficiency of the Proposer and Proposer's proposed project team – Up to 10 points
    a. Points will be awarded consistent with the combined quality of the Proposer's background, staffing, and experience. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section.
2. Past performance of similar projects – Up to 10 points
    a. The quality of performance/quality of previous site development projects. Evaluation of performance/quality includes evaluation of project quality and whether Proposer finished prior projects within the stated time frame/budget. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section. In the event Pasco Sheriff's Office has utilized services from the Proposer within the last 3 years, PSO may also rely upon PSO's past experience in the rating of this section.
3. Local Builder – 10 points
    a. Local builder is defined as operating principally or having Proposer's main office in Pasco County. Only proposers with a current principal place of business within

Pasco County are eligible. Proposers must provide tax receipt for eligibility (if the funding for this project is from state or federal funds, no local vendor preference will be given). This project [X] **does** [ ] **does not** use state or federal funding.

B. **Quality**: **Up 15 total points**
   a. Responsiveness of submittal – Up to 12 points. The following documents shall be completed and provided in Proposer's response:
      a. Contractor's Qualification Statement (A305-2020)- (up to 2 points)
      b. A305-2020 Exhibits A-D - (up to 8 points)
      c. Proposal completed- (up to 2 points)
   b. References: Up to 3 points
      i. Provide three (3) references for the most recent projects of similar size completed by Proposer. Proposer shall include contact names, company name, phone numbers, date of recent project completion, and total contract amount.

C. **Time Frame/Project Schedule**: **25 total points**
   a. Complete, reasonable, and attainable project schedule, include details and plans as outlined below- Up to 25 points.
      i. Provide a schedule overview for the Project. Assume that the parties will be in contract by July 31, 2026. At a minimum, provide the following proposed timelines and plans for date of project commencement and of substantial completion (up to 20 points).

ii. Provide an estimated schedule of payments by month for the project. During each month, Proposer should provide an estimate for site development billed work performed during that timeframe. Proposer may identify specific months (April, May, June, etc.) or use generic identifiers (Month 1, Month 2, Month 3, etc.) (up to 5 points).

D. **Price**. Pricing shall be a factor in evaluating the proposals; however, shall not be the determinative factor. Pasco Sheriff's Office reserves the right to select a Contractor based on the listed criteria, instead of lowest proposal.
   a. Points will be awarded as follows: The price proposals will be combined and averaged. The average of the submitted proposal prices will be divided by the Proposal amount and then multiplied by 30.

Example: Average of Price Proposals = $2,000,000.00		
Proposer #1 Price = $2,000,000.00	$\frac{\$2,000,000.00}{\$2,000,000.00}$ x 30 points	= 1 x 30 = 30 points
Proposer #2 Price = $2,250,000.00	$\frac{\$2,000,000.00}{\$2,250,000.00}$ x 30 points	= .89 x 30 = 26.70 points (rounded to 26.7 points)
Proposer #3 Price = $1,750,000.00	$\frac{\$2,000,000.00}{\$1,750,000.00}$ x 30 points	= 1.14 x 30 = 34.3 points

In the event a calculated score results in a decimal number, the final value for this section will be rounded to the nearest tenth.

Total scoring is a mathematical addition of the criteria score. Consideration for award is determined by the objective scoring criteria shown on Appendix A.7. The evaluation of responses will be made on the basis of comparative fulfillment of the criteria, as outlined above. In the event a Proposal is non-responsive in any category, it may be stricken as non-responsive and will not be considered. Complete and accurate responses to all items are necessary for the complete and fair evaluation of Proposals. Exhibits of proposal opening, and scoring document are included in Part V, attachments A-B.

The selected Proposer will be so notified by PSO staff, and shall be required, upon receiving such notice, to complete the Contractor Responsibility Survey form and provide all information and documentation requested therein. If, after reviewing the responsibility survey and accompanying submissions, the PSO elects to reject the selected proposer based on its responsibility evaluation, the PSO may perform the same responsibility evaluation, in succession, with each apparent next selected proposer until the contract is awarded to a suitable candidate or withdrawn.

No award of the contract shall be made until the Proposer who has received from the PSO a Notice of Intent to Award has submitted to PSO a performance bond, payment bond, and any and all insurance certificates and such other further documentation as may be required by PSO as a condition precedent to such an award. The Pasco Sheriff's Office does not contemplate renewal of an awarded contract once the contract term expires.

A Proposal may be rejected upon the failure of a selected Proposer to provide to PSO in a timely fashion any such required documentation. The PSO, in its sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning Proposals whenever such rejection or waiver is deemed by the PSO to be in the best interests of the PSO. Likewise, PSO reserves the right to reject the Proposal of any Proposer that has previously failed to perform properly, or to complete on time, contracts of a similar nature; that is not, or does not appear to the satisfaction of PSO, in a position to perform the contract; or that has habitually, and without just cause, neglected the payment of bills or otherwise disregarded its obligations to subcontractors, material men, or employees.

The ability of a Proposer to obtain a performance bond or a payment bond shall not be regarded as the sole test of the competency or responsibility of any Proposer. In the event a selected proposal exceeds the PSO's budget amount, the PSO reserves the right to purchase by negotiation.

19. EXECUTION OF WRITTEN CONTRACT

The Proposer receiving from PSO a Notice of Intent to Award will be required to sign and submit to PSO, within ten (10) days after the issuance of said notice, a written agreement that has been made a part of this request for proposal package and identified as the Agreement (Part IV). Said written agreement will evidence in written form the contract to be made by PSO following award by PSO to the successful Proposer. For Projects involving funds from DEP, EPA, or involving state or federal funds, or a state appropriation, the ten (10) day period will not begin to run until after PSO has received approval of the

award by the applicable awarding state/federal agency or DEP and/or EPA, as applicable. The Contract shall be contingent upon the timely provision by the Proposer to PSO of all documentation required by these contract documents, and may be unilaterally terminated by PSO for cause upon the failure of the Proposer to supply said bonds, insurance certificates and other required documentation within the time frames set forth in the Contract Documents.

20. PROPOSAL BOND

The Proposer who is awarded the contract will be required to provide a Proposal Bond as set forth in Part III, Exhibit A. The Proposal Bond is required regardless of the award amount of the Agreement.

21. PERFORMANCE BOND AND PAYMENT BOND

[**X**] A Performance Bond and Payment Bond will be required regardless of the award amount of this Agreement.

[ ] A Performance Bond and Payment Bond will be required on this Agreement only if the amount of award is Two Hundred Thousand Dollars and No Cents ($200,000.00) or greater.

The Performance Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by PSO and authorized to transact business in the State of Florida, and shall be provided by the successful Proposer for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. The Payment Bond shall be issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by PSO and authorized to transact business in the State of Florida, and shall be provided by the successful Proposer for purposes of protecting PSO from lawsuits for non-payment of debts as might be incurred during the performance by the successful Proposer under such contract. The Performance Bond and Payment Bond forms have been included in the Contract Documents as Exhibits A and B in Part II, and said forms must be properly executed by the surety company and the successful Proposer and submitted to PSO staff within ten (10) days after issuance of Notice of Intent to Recommend Award by the PSO PURCHASING MANAGER. In lieu of the bonds required by this section, the successful Proposer may file with PSO an alternative form of security that shall be in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or a security of the type listed in Part II of Chapter 625, Florida Statutes. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bonds required by this section. The determination of the value and acceptability of such alternative forms of security shall be made exclusively by PSO.

22. SECURITY FORFEITURE

If within ten (10) days after the issuance of the Notice of Intent to Recommend Award, the successful Proposer refuses, or otherwise neglects, to execute and deliver the required Agreement, or fails to furnish the required Performance and Payment Bonds, or acceptable alternative forms of security as stipulated herein, or any required insurance certification, the amount of the proposal security provided by said

Proposer, whether cash, check, Proposal Guaranty, or some other acceptable form, or any combination of these, may be forfeited, and the Proposer shall be excluded from further consideration for award of the contract. No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of its security, or as a defense to any action based upon the neglect or refusal to execute the required Agreement, and/or to furnish the required bonds and /or applicable insurance certification.

23. LAWS AND REGULATIONS

All applicable Federal, State, and local laws, ordinances, rules and regulations shall apply to this Agreement throughout, and they will be deemed to be included in the Agreement as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract. Venue shall be in Pasco County, Florida or the Middle District of Florida, Tampa Division. Except as outlined herein, in the event of a dispute, each Party is responsible for their own attorney's fees and costs.

24. CONTRACTUAL OBLIGATIONS

The successful Proposer may not sublet or subcontract any of the contractual obligations concerning this matter except as provided for in the written contract between PSO and the Contractor. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work, as measured against the Contract Price, shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The Contractor shall retain ultimate liability for all contractual obligations.

25. LACK OF FUNDING

All funds for payment by the PSO under the resulting contract are subject to the availability of appropriated funds by the State of Florida for this purpose to the PSO. In the event sufficient funds are not appropriated for the Site Development for the Pasco Sheriff's Office F1RST Complex, the PSO will terminate the contract, without termination charge or other liability. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and PSO shall not be obligated under this contract beyond the date of termination.

END OF SECTION

PART II

CONDITIONS OF THE CONTRACT

A. GENERAL CONDITIONS

ARTICLE 1 – CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headings, Table of Contents, and Indices (all of which are printed herein merely for convenience), the following, except for such portions that may be specifically excluded, constitute the Contract Documents:

1.1 PROPOSAL REQUIREMENTS – INSTRUCTIONS TO PROPOSERS

1.2 CONDITIONS OF CONTRACT

A. **GENERAL CONDITIONS EXHIBITS TO SUBPART A**:

Exhibit A: PERFORMANCE BOND FORM

Exhibit B: PAYMENT BOND FORM

Exhibit C: CERTIFICATE OF INSURANCE

Exhibit D: ENDORSEMENT

Exhibit E: APPLICATION FOR PAYMENT – FORM

Attachment 1 – Disputes viz. prior application

Attachment 2 – Disputes viz. current application Schedule of Values

Exhibit F: CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS

Exhibit G: SUBCONTRACTOR WAIVER OF LIEN AGAINST PAYMENT BOND (PROGRESS AND FINAL)

Exhibit H: CHANGE ORDER FORM

Exhibit I: CONSENT OF SURETY TO CHANGE ORDER

Exhibit J: ALLOWANCE AUTHORIZATION RELEASE (AAR) FORM

Exhibit K: CONSENT OF SURETY TO FINAL PAYMENT

A. **SPECIAL CONDITIONS**

B. **TECHNICAL SPECIFICATIONS**

1.3 PROPOSAL (including documentation accompanying the Proposal and any post- Proposal documentation submitted prior to the Notice to Apparent Low Proposer)

Exhibit A: Proposal Guaranty Form

Exhibit B: FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT FORM

Exhibit C: CONFLICT OF INTEREST DISCLOSURE FORM

Exhibit D: CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

Exhibit E: CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

1.4 AGREEMENT

1.5 The Executed Proposal Guaranty and Payment and Performance Bonds.

1.6 All Addenda Issued by PSO.

1.7 The original Specifications and Drawings.

1.8 All Supplemental Drawings Issued After Award of the Agreement.

1.9 All Field Orders, AARs, and/or Change Orders issued after Award of the Agreement.

1.10 Site Examination

ARTICLE 2 – DEFINITIONS

The following words and expressions shall, wherever they appear in the Contract Documents be construed as follows.

2.1 Addenda. Written or graphic instruments issued prior to the opening of Proposals that clarify, correct, or change the Contract Documents.

2.2 Agreement. The principal written agreement between PSO and the CONTRACTOR that, along with other Contract Documents, sets forth the respective rights and obligations of the parties. The Agreement will be attached to and made a part of these Contract Documents as Part IV thereof.

2.3 Allowance Authorization Release (AAR). The written pre-approval of the Pasco Sheriff's Office's designee for Allowance Work.

2.4 Allowance Work. That additional or revised work described in Article 21 of this Part II of the Contract Documents.

2.5 Application for Payment. The formal written request of a CONTRACTOR for a payment, which is to include such supporting documentation as may be required by the Contract Documents and which is to be submitted on the most recent PSO-approved form.

2.6 Beneficial Occupancy. The status of completion of a specified portion of the Project which (in the opinion of the DIRECTOR, upon recommendation by the PROJECT MANAGER, as evidenced by a Certificate of Beneficial Occupancy) is sufficiently complete, in accordance with the Contract Documents, so the PSO may utilize that portion for the purposes for which it was intended, when said use will not significantly interfere with the construction of the remaining (uncompleted) part of the Project.

2.7 Proposal. The offer or proposal of the Proposer submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.8 Proposer. Any natural person, partnership, corporation, limited liability company, or any other legal entity submitting a Proposal for the Work.

2.9 Bonds., Performance, Payment, Warranty Bonds, and other instruments of security furnished by the CONTRACTOR and the SURETY for the CONTRACTOR in accordance with the Contract Documents.

2.10 Change Order (CHOR). A written order signed by the Pasco County Sheriff's or his designee authorizing an addition, deletion or revision in the Work or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

2.11 Contract Documents. The Agreement between the parties and all other documents delineated in Article I of Subpart A of this Part II of the Conditions of the Contract.

2.12 Contractor. The successful Proposer, whether a natural person, partnership, corporation, limited company, or any other legal entity or combination thereof, with whom the PSO has entered into the Agreement.

2.13 Contract Price. The total monies payable by PSO to the CONTRACTOR under the Contract Documents.

2.14 Contract Time. The number of calendar days stated in the Agreement for Completion of the Work and for performance of any Allowance Work hereunder, as amended by one or more approved Change Orders. The first day of the Contract Time shall be the date the Sheriff of Pasco County executes the Agreement (Part IV) on behalf of the PSO, unless otherwise specified in the Contract Documents.

2.15 Cost of Work. With respect to Change Orders, the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the change order work, as delimited and restricted by Article 15 of this Part II of the Contract Documents.

2.16 Day. One calendar day when used in the Contract Documents, measured from midnight to the next midnight, unless specified as a business day, in which case the term shall exclude Saturdays, Sundays, and holidays for which PSO administration offices are closed for business during any given calendar year.

2.17 Defective. An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, deficient or otherwise does not conform to the Contract Documents.

2.18 Department. Except as otherwise modified, a term that refers to the Bureau, Division, or Section of the PSO that is overseeing the Project. **Department:** Operational Logistics

2.19 Director. Except as otherwise modified, a term that refers to the PSO designee initiating and managing the Project or the authorized designee thereof. **Director:** Inspector Construction Operations Keith Dillon

2.20 Draft Payment Request. The draft of an Application for Payment, utilizing the most current PSO-approved Application for Payment form and designated by the word "DRAFT" in the top-right corner of each page thereof, submitted by a CONTRACTOR to the PROJECT MANAGER in advance of, and as a condition precedent to, the submission by the CONTRACTOR of the Application for Payment, for the purpose of identifying and resolving possible errors which could cause any or all amounts of the Application for Payment to be rejected as disputed pursuant to the Florida Prompt Payment Act, Florida Statutes Section 218.735.

2.21 Drawings. The drawings that show the character and scope of the Work to be performed and which have been prepared or approved by the PROFESSIONAL.

2.22 Equal/Equivalent. A product, service, component or system that is demonstrated to the satisfaction of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, to be equal to the product service, component or system specified. The DIRECTOR shall be the sole judge of acceptability of a proposed Equal/Equivalent.

2.23 Field Order (FO). A written direction to the CONTRACTOR from the PROFESSIONAL that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.24 Final Acceptance. The acceptance of the Work by PSO as evidenced by the signature of the PROJECT MANAGER and the DIRECTOR upon the Certificate of Final Completion form. Final Acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate. The Certificate of Final Completion shall be signed only after the PROJECT MANAGER and the DIRECTOR have assurance by tests, inspection, or otherwise that all of the provisions of the Contract Documents have been carried out. Final Acceptance may also require inspection by certain regulatory agencies.

2.25 Final Total Price. The ultimate price to be used by PSO in its determination of the best Proposal, which shall be calculated by PSO based on the Total Price submitted by a Proposer and which may include the addition or deletion of Alternates included in the Alternate Schedule submitted by the

Proposer in the Proposal, as well as any allowances established and approved by PSO. Upon acceptance and award, the Final Total Price shall form the basis for the initial Contract Price.

2.26 Final Completion. The status of completion of the Work such that, in the opinion of the DIRECTOR, upon the recommendation of the PROJECT MANAGER, as evidenced by a definitive and duly executed Certificate of Final Completion, all Work has been completed in accordance with the General Documents, and there remain no outstanding and unfinished Punch List items.

2.27 Non-conformance Report (NR). A written notice from the PROJECT MANAGER to the CONTRACTOR reporting on an aspect of defective work requiring the immediate correction of the same by the CONTRACTOR.

2.28 Notice. Any notice required or permitted by the Contract Documents. Said Notice shall be in written form. Notice shall be served upon the CONTRACTOR at the place of business given in the Contract Documents. Notice to PSO shall be served to the DIRECTOR at 7432 Little Road, New Port Richey, FL 34654 and copy to PSO General Counsel at 8700 Citizens Drive, New Port Richey, FL 34654.

2.29 Notice to Proceed (NTP). The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to begin the Work.

2.30 Notice of Suspension. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to suspend the Work pursuant to paragraph 16.1 of Article 16 of this Part II of the Contract Documents.

2.31 Notice of Termination. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for reasons other than the convenience of the PSO, pursuant to paragraph 16.2 of Article 16 of this Part II of the Contract Documents.

2.32 Notice of Termination of Convenience. The written notice issued to the CONTRACTOR by the PROJECT MANAGER, upon the instructions of the DIRECTOR, to terminate the Work for the convenience of PSO pursuant to paragraph 16.2.3 of Article 16 of this Part II of the Contract Documents.

2.33 Notice to Selected Proposer. The written notice issued by PSO to the selected BEST VALUE Proposer, directing said Proposer to complete the Contractor's Responsibility Survey (Part III – Exhibit F) and execute and submit the Agreement (Part IV) for possible submission to the PSO.

2.34 Pasco Sheriff's Office (PSO). The law enforcement agency in Pasco County led by the duly elected Sheriff of Pasco County.

2.35 Pay Quantity. When applicable, the estimated quantity multiplied by the unit price for each pay item specified in the Proposal (Part III).

2.36 Professional. The professional architectural/engineering firm designated to perform the civil engineer services for the Work by a prior agreement entered into between PSO and said firm. **PROFESSIONAL:** Coastal Design Consultants, Inc., 7026 Little Road, New Port Richey, FL 34654, (727) 849-8020

2.37 Project. The total construction activities comprising the Work to be provided under the Contract Documents, in whole or in part as indicated elsewhere in the Contract Documents.

2.38 Project Manager (PM). A natural person employed or contracted by PSO and assigned to manage and administer the Project that is the subject of the Contract Documents. The PROJECT MANAGER may designate in writing a PROJECT REPRESENTATIVE to perform certain duties and responsibilities as maybe set forth in the Special Conditions. **Project Manager:** Inspector Construction Operations Keith Dillon

2.39 Project Representative (PR). A natural person employed by PSO and designated in writing by the PROJECT MANAGER, with the written concurrence of the DIRECTOR, to perform certain duties and responsibilities as set forth in the Special Conditions.

2.40 Punch List. A detailed list of Work remaining after Substantial Completion prepared or approved by the PROJECT MANAGER with the consent of the DIRECTOR that the CONTRACTOR must complete to achieve Final Completion and a prerequisite to Final Acceptance.

2.41 Schedule. A plan for performing Work or achieving an objective.

2.42 Schedule of Values. A statement furnished by the CONTRACTOR to PSO reflecting the portions of the Contract Price sum allotted for the various parts of the Work and used as the basis for reviewing the applications of the CONTRACTOR for progress payments.

2.43 Sheriff. The duly elected Sheriff of Pasco County.

2.44 Site. The area(s) on which the operations of the CONTRACTOR are carried out and such other adjacent areas that may be designated as such by the Contract Documents.

2.45 Specifications. Those portions of the Contract Documents consisting of written (general or detailed) technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

2.46 Subcontractor. Any natural person, partnership, corporation, limited liability company, or other legal entity or combination thereof, other than employees of the CONTRACTOR, who contracts with the CONTRACTOR to furnish labor, materials, and/or equipment for the Work.

2.47 Submittals. All drawings, diagrams, illustrations, schedules, samples, test results, and other data which are specifically prepared by a CONTRACTOR, SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor to illustrate some portion of the Work and all such illustrations, brochures,

standard schedules, performance charts, instructions, diagrams, and other information submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

2.48 Substantial Completion. The status of completion of the Work which, in the opinion of the DIRECTOR, upon recommendation of the PROJECT MANAGER, as evidenced by a definitive Certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it was intended. All tests reports required to verify the Project's compliance with the Contract Documents must be provided as a condition precedent to the PSO's issuance of a Certificate of Substantial Completion.

2.49 Substitution. A product, service, component or system that is not equal to that delineated in the Specifications, but which is proposed by the CONTRACTOR in lieu thereof. The acceptability of a Substitution shall be based on the data submitted and the benefit of PSO, including, but not limited to, appropriate adjustments in price. The PROJECT MANAGER shall make a recommendation to the DIRECTOR with respect to any proposed substitutions, and the DIRECTOR shall be the sole judge of acceptability of any Substitution.

2.50 Supplemental Drawings. The drawings issued after the execution of the Agreement to explain further, to illustrate, or to show changes in the Work.

2.51 Surety. Any business entity that executes, as Surety, the Performance, Payment or Warranty Bonds submitted by or on behalf of a CONTRACTOR.

2.52 Total Price. The total price for which a Proposer proposes to complete the Work, as submitted by a Proposer in a Proposal to PSO, based on the Schedule included with the Proposal, but exclusive of adjustments by PSO for Alternates listed in the Alternative Schedule included in the Proposal, and exclusive of any Allowances by PSO.

2.53 Work. The work to be performed under this Agreement shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and service, including fuel, power, water, and essential communications, and for the performance of all labor, work or other operations required for the fulfillment of the Agreement in strict accordance with the specifications, schedules, drawings and other Contract Documents as herein defined, all of which are made a part hereof, and including such detailed sketches as may be furnished by the PROFESSIONAL from time to time during construction in explanation of said Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished and installed by the CONTRACTOR as though originally so specified or shown, at no increase in cost to PSO.

ARTICLE 3 –PRELIMINARY MATTERS

3.1 Delivery of Bonds and Other Documents. When the Proposer delivers the executed Agreement to PSO, Payment and Performance Bonds shall be delivered as may be required in accordance with these

Contract Documents. Subsequent to PSO's execution of the Agreement and as a strict precedent to the issuance of a Notice to Proceed for the WORK, the Proposer must deliver to PSO a certified copy of the recorded bonds, along with a Project schedule, a schedule of values and a Maintenance of Traffic plan for PSO review and approval on or before the date of the pre-construction meeting. A Warranty Bond on the completed Work, to ensure that the Warranty obligations of the CONTRACTOR will be fulfilled, shall be delivered to PSO in accordance with these Contract Documents as a prerequisite to the issuance of a Certificate of Substantial Completion, unless such coverage has otherwise been provided under the express terms of a Performance Bond. ***UNLESS THE DIRECTOR OR PURCHASING MANAGER HAS GRANTED AN EXTENSION OF TIME TO THE CONTRACTOR, THE FAILURE OF THE CONTRACTOR TO SUBMIT BONDS OR ANY OTHER DOCUMENTATION REQUIRED BY THESE CONTRACT DOCUMENTS TO PSO IN A TIMELY MANNER SHALL CONSTITUTE GROUNDS FOR THE TERMINATION BY THE PSO OF THE AGREEMENT FOR CAUSE.***

3.2 Commencement of Contract Time. The Contract Time shall commence on the date specified in the PSO's written Notice to Proceed. Such Notice will be issued by PSO after execution of the Agreement (Part IV) by the SHERIFF on behalf of PSO.

3.3 Commencement of the Project. The CONTRACTOR shall begin the Work on the date the Contract Time commences. No Work shall be done prior to the date on which the Contract Time commences. ***Any Work performed by the CONTRACTOR prior to date on which Contract Time commences shall be at the sole risk and expense of the CONTRACTOR.***

3.4 Before Commencement of Each Part of the Work

3.4.1 Before undertaking each part of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the PROJECT MANAGER any conflict, error, or discrepancy that it may discover. However, the CONTRACTOR shall not be liable to PSO for failure to report any conflict, error, or discrepancy in the Drawings or Specifications unless the CONTRACTOR had actual knowledge thereof, or if the CONTRACTOR, by the exercise of reasonable diligence, should have known thereof.

3.4.2 At or before the pre-construction conference, the CONTRACTOR shall submit to the PROJECT MANAGER a proposed preliminary progress schedule covering the activities of Work. The schedule shall also include start and completion dates of the various stages of the entire Work and a preliminary schedule of submittals. The preliminary schedule will be superseded by final schedules as called for in the Contract Documents. The CONTRACTOR must also provide a schedule of values and a MOT Plan for PSO review and approval.

3.4.3 The CONTRACTOR or SUBCONTRACTORS shall perform no Work, and make no irrevocable commitments to vendors made, until the Contract Time commences.

3.5 Qualifications of Subcontractors, Vendors, and Suppliers

3.5.1 Within ten (10) days after receipt of Notice to Selected Proposer, or prior to the award of the contract by PSO (whichever is earlier) the CONTRACTOR shall submit to the PROJECT MANAGER a list of all SUBCONTRACTORS and all such other persons and organizations whom the CONTRACTOR intends to utilize in performing portion of the Work. The CONTRACTOR shall indicate the corresponding line item as shown on the Schedule of Values under which each SUBCONTRACTOR will be working.

3.5.2 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove from the Project any personnel employed or retained by the CONTRACTOR, whom DIRECTOR may request in writing to be removed, with or without cause. Any substitution submitted by CONTRACTOR must be acceptable to the DIRECTOR and said substitution shall be at no additional cost to PSO.

3.5.3 The CONTRACTOR agrees, within fourteen (14) days of receipt of a written request from DIRECTOR, to promptly remove and replace any SUBCONTRACTOR employed or retained by the CONTRACTOR, whom DIRECTOR shall request in writing to be removed, with cause. If DIRECTOR requires the removal of any SUBCONTRACTOR, the CONTRACTOR shall submit a substitute acceptable to DIRECTOR and said substitution shall be at no additional cost to PSO.

3.5.4 The CONTRACTOR may remove or replace a SUBCONTRACTOR employed or retained by the CONTRACTOR only with the prior written approval of the DIRECTOR. Said approval shall not be issued absent submission by the CONTRACTOR to the DIRECTOR of evidence, acceptable to the DIRECTOR, that the SUBCONTRACTOR to be removed or replaced has been paid in full for all services and material rendered by the SUBCONTRACTOR in connection with the Project.

3.6 Pre-construction Conference. Within ten (10) days following the award of contract by PSO, a conference shall be held for review and acceptance of the preliminary schedules and other deliverable specified (see 3.4.2 above); to establish procedures for handling submittals and process Applications for Payment, and to establish a working understanding among the parties as to the Work. These items are discussed in greater detail in the Special Conditions and/or Technical Specifications.

ARTICLE 4 – CONTRACT DOCUMENTS; INTENT, CONFLICTS, INTERPRETATION AND REUSE

4.1 Precedence

4.1.1 The Contract Documents comprise the entire agreement between PSO and CONTRACTOR concerning the Work and may be altered only by Change Order.

4.1.2 It is the intent of the Contract Documents to describe the total Work to be constructed. The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall call it to the attention of the PROFESSIONAL in writing before

proceeding with the Work. The PROFESSIONAL shall respond with a written clarification as provided in Article 10. Any delays associated with the clarification shall be considered for time extensions only and no damages for delay will be allowed, absent fraud, bad faith, or active interference on the part of PSO accompanied by actual malicious intent to delay. In resolving such conflicts, errors, and discrepancies, the Contract Documents shall be given precedence in terms of the most stringent requirements as determined by the DIRECTOR. Enforcement of the most stringent requirements shall be at the sole option of PSO. Figure dimensions on the Drawings shall govern over scale dimensions, and the detailed Drawings shall govern over general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for Work, materials, or equipment described in words that, so applied, have a well-known technical or trade meaning shall be deemed to have such recognized meaning.

4.2 Reuse of Documents. Neither the CONTRACTOR nor any SUBCONTRACTOR, manufacturer, fabricator, supplier, or distributor shall have or acquire any title or ownership rights in any of the Drawings, Specifications, or other documents (or copies thereof) prepared by, or bearing the seal of, the PROFESSIONAL, and they shall not reuse any of them on extensions of the Project or in connection with any other project.

ARTICLE 5 – PROJECT CONDITONS

5.1 Availability of Lands

5.1.1 PSO shall make available, at the times indicated in the Contract Documents, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands that are designated for use by PSO for the Project. If the CONTRACTOR believes that any delay in the furnishing of these lands by PSO constitutes a valid reason for an extension of the Contract Time, the CONTRACTOR may make a claim for such time extension as provided for in Articles 11 and 13, but in no event will the CONTRACTOR be entitled to any damages or additional compensation for such delay, absent fraud, bad faith, or active interference on the part of PSO accompanied by actual malicious intent to delay. The CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Upon request, the PROJECT MANAGER shall furnish to the CONTRACTOR copies of all land use agreements outlining the authority of PSO to build upon the lands.

5.1.2 Upon request, the PROJECT MANAGER shall furnish to the CONTRACTOR copies of all available boundary surveys and subsurface tests.

5.2 Unknown or Concealed Conditions

5.2.1 If conditions are encountered, excluding existing utilities, at the Site which are:

(1) Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or

(2) unknown physical conditions, of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the CONTRACTOR shall give PSO notice thereof promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions.

Failure to provide timely notice shall be considered a waiver by the CONTRACTOR of any claim relating to such unknown or concealed condition, unless PSO in its sole discretion allots some additional time for notice.

5.2.2 The PROJECT MANAGER and the PROFESSIONAL shall promptly investigate such conditions, and, if they differ materially and cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work by the CONTRACTOR, the PROJECT MANAGER shall recommend to the DIRECTOR, for approval by the Sheriff or his designee, as authorized herein, an equitable adjustment in the Contract Price or Contract Time, or both. If the PROFESSIONAL and the PROJECT MANAGER determine that the conditions at the Site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Agreement is justified, the PROJECT MANAGER shall notify the CONTRACTOR of the determination in writing. The Work shall be performed after the PROJECT MANAGER provides direction.

5.2.3 The CONTRACTOR shall ascertain such conditions, described in 5.2.1 as may be readily determined by inspection and inquiry, such as the location, accessibility, and general character of the Site, prior to submitting a Proposal.

5.2.4 The basis of determining payment for unknown or concealed conditions involving excavation and/or fill shall be by representative cross-sections taken before, and after, the performance of the Work by the CONTRACTOR.

5.3 Reference Points. The PROFESSIONAL shall establish on the Drawings such general reference points as in its judgment will enable the CONTRACTOR to proceed with the Work. The CONTRACTOR shall establish the coordinates and elevations of two permanent benchmarks on the site. The CONTRACTOR shall establish construction control including, but not limited to construction baseline, any additional temporary benchmarks, and elevations at 1000-foot intervals by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying). The CONTRACTOR shall be responsible for the layout of the Work, shall protect and preserve the established reference points and shall make no changes or relocations to them without the prior written approval of the PROFESSIONAL. The CONTRACTOR shall, within forty-eight (48) hours, give notice to the PROJECT MANAGER or Project Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The CONTRACTOR shall replace and accurately relocate all reference points so lost, destroyed, or moved by utilizing a registered land surveyor in compliance with all of the requirements of Chapter 472, Florida Statutes (Land Surveying).

5.4 Existing Utilities. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to PSO. The provision of such information does not relieve the CONTRACTOR from performing its own due diligence regarding existing utilities. The CONTRACTOR also acknowledges that PSO has no control over the relocation schedules of the effected utilities within the Project area. Prior to commencing Work, the CONTRACTOR shall be responsible for verification of the location of all underground utilities to the extent that the utilities can be reasonably located. The CONTRACTOR shall, at a minimum, contact all utility companies for the purpose of having all utilities located by the utility companies. The CONTRACTOR shall clear and grub those areas identified by the affected utility as essential to its work. Furthermore, the CONTRACTOR shall be responsible for discovery of existing underground installations, in advance of excavating or trenching, by contacting all local utilities, and by prospecting to ascertain that the utilities shown or otherwise identified are in the area shown. When such exploratory excavations show the utility location as indicated on the drawings to be in error, the CONTRACTOR shall so notify the PROJECT MANAGER. PSO shall not be liable for any damage or delay caused by any utility line that was or could have been identified by the CONTRACTOR using reasonable means. If the CONTRACTOR fails to fulfill its due diligence investigation or negligently conducts the due diligence investigation with respect to existing utilities prior to the commencement of Work, the CONTRACTOR will be deemed to have waived any claim the CONTRACTOR might otherwise have had to an adjustment of the Contract Price or Contract Time. If the CONTRACTOR fully performs a due diligence investigation with respect to existing utilities prior to the commencement of Work, and the CONTRACTOR is subsequently delayed by an unknown existing utility conflict, the CONTRACTOR may make a claim for an extension to the Contract Time in accordance with the requirements of the Contract Documents, but in no event will the CONTRACTOR be entitled to any damages or additional compensation from PSO.

ARTICLE 6 – BONDS, INSURANCE AND INDEMNIFICATION

6.1 Performance and Payment Bonds. The CONTRACTOR shall execute a Performance Bond and a Payment Bond as shown in Part II, Exhibits A and B, or furnish acceptable alternative forms of security as stipulated in the Instruction To Proposers (Part I) as security for the faithful performance and payment by the CONTRACTOR of all obligations of the CONTRACTOR under the Contract Documents. The CONTRACTOR shall cause each such bond (or acceptable alternative) to be in an amount equal to 100% of the Contract Price, as said Contract Price may be adjusted from time to time by an appropriate Change Order. Additionally, each such bond shall be as shown on the attached forms and shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, who is otherwise acceptable to PSO. Said executed Performance Bond and Payment Bond shall be provided to PSO by the CONTRACTOR prior to submission of the Agreement (Part IV) to the SHERIFF for approval and execution. Prior to commencing Work, it shall be the responsibility of the CONTRACTOR to record in the Public Records of Pasco County the executed Performance Bond and Payment Bond and to provide PSO with a certified copy of the recorded bonds.

6.2 Warranty Bond. Upon completion of the Project and as a condition of Substantial Completion, the CONTRACTOR shall execute a Warranty Bond in a form acceptable to PSO, or furnish acceptable alternative forms of security for the faithful performance by the CONTRACTOR of the obligation of the CONTRACTOR to warranty and guarantee the Work under the Contract Documents, unless coverage is already provided under the express terms of an acceptable alternative) to be in an amount sufficient to

guarantee the Work pursuant to Article 14 of this Part II, as said Work may be adjusted from time to time by an appropriate Change Order. Each such bond shall be executed by the CONTRACTOR, and by a SURETY, authorized to do business as a surety in Florida, that is otherwise acceptable to PSO, and delivered to PSO immediately before, and as a condition of Substantial Completion.

6.3 Insurance of the Contractor

6.3.1 During the life of this Agreement, the CONTRACTOR shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 8 or better, authorized to transact business in the State of Florida, and which are satisfactory to PSO. Promptly after the issuance by PSO of the Notice to Selected Proposer of this Agreement, and prior to submission of the Agreement (Part IV) to the SHERIFF for approval and execution, the CONTRACTOR shall provide to PSO evidence of insurance coverage of the types, and in the amounts, required hereunder by submitting executed Certificates of Insurance, the preferred form of which is found in this Part II, Exhibit C. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, the CONTRACTOR shall provide certified true and exact copies of all required policies and of endorsements to PSO within sixty (60) days of the issuance by PSO of the Notice to Selected Proposer.

6.3.2 All policies of insurance mandated by this Agreement shall name PSO as a certificate holder and require that the insurer give PSO thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by First-Class U.S. Mail to:

Pasco Sheriff's Office
ATTN: Purchasing Department
8661 Citizens Drive
New Port Richey, Florida 34654

In the event of any reduction in the aggregate limit of any policy, the CONTRACTOR shall immediately restore such limit to the amount required herein.

6.3.3 All insurance coverage provided by the CONTRACTOR shall be primary to any insurance or self-insurance program of PSO applicable to the Work provided for in this Agreement.

6.3.4 Receipt by PSO of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Contract Documents does not constitute approval or agreement by PSO that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

6.3.5 No work for PSO shall commence, nor occupancy by the CONTRACTOR of any of its property take place, until the required Bonds, Certificates of Insurance, and copies of the associated policies, if requested, are received by PSO, even if the Contract Time has commenced.

6.3.6 The insurance coverage and limits required of the CONTRACTOR under the Contract Documents are designed to meet the minimum requirements of PSO. They are not designed as a recommended insurance program for the CONTRACTOR. The CONTRACTOR shall be responsible for the sufficiency of its own insurance program. Should the CONTRACTOR have any questions concerning its exposures to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.

6.3.7 If the insurance coverage initially provided by the CONTRACTOR is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to PSO thirty (30) days prior to expiration of current coverage.

6.3.8 Should the CONTRACTOR fail to maintain any of the insurance coverage required by the Contract Documents, PSO may, at its sole option, either terminate this Agreement for default, or procure and pay for such coverage, charging the CONTRACTOR for, and deducting the costs of, the same from payments due the CONTRACTOR. A decision by PSO to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

6.3.9 In addition to being listed as a certificate holder, all liability insurance policies obtained by the CONTRACTOR to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the PSO, the Sheriff, and its employees and agents, shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverage provided under this Section shall apply to all the activities of the CONTRACTOR under the Contract Documents without regard for the location of such activity.

6.3.10 Coverage. Amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent.

6.3.10.1 Worker's Compensation and Employer's Liability Insurance. The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of subrogation as part of this coverage. The amount of each insurance shall not be less than:

a. Workers' Compensation	Florida Statutory Requirements
b. Employer's Liability	$100,000.00 Limit Each Accident
	$500,000.00 Limit Disease Aggregate
	$100,000.00 Limit Disease Each Employee

6.3.10.2 Commercial General Liability Insurance. Coverage shall include, but not limited to, liability arising from the Premises, operations, independent contractors, products, completed operations, personal and advertising injury. Contractual coverage for this Contract, including any hold harmless and/or indemnification agreement(s), shall be provided on an ISO form CG 0001 or its equivalent. Limits of coverage shall not be less than the following on a per occurrence basis:

General Aggregate	$2,000,000.00
Products – Completed Operations Aggregate	$2,000,000.00
Personal and Advertising Injury	$500,000.00
Each Occurrence	$2,000,000.00
Fire Damage (Any One Fire)	$50,000.00
Specific Contract Aggregate Limits	$ (*same as above*)

a. The Aggregate Limits shall be separately applicable through the use of the endorsement attached hereto as Exhibit D or its equivalent according the PSO.

b. If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the occurrence" form, the retroactive date for coverage shall be no later than the date the Contract Time commences and shall provide that in the event of cancellation or nonrenewal the discovery period for insurance claims (Tail Coverage) shall be extended for three (3) years beyond the completion and acceptance date of the Project under this Contract.

6.3.10.3 Business Automobile Liability Insurance. Coverage shall be maintained by the CONTRACTOR as to ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

a. Bodily Injury & Property Damage Liability:

$1,000,000.00 Combined Single Limit Each Accident

6.3.10.4 All Risk Coverage. For purposes of this Agreement, **Builder's Risk** coverage **is**/is not required; Installation **Floater coverage** is/**is not** required. If either or both are required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements:

a. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to PSO. All coverage and endorsements

must be on forms acceptable to PSO. The CONTRACTOR shall pay any and all premiums for this insurance, with any deductibles being the sole responsibility of the CONTRACTOR. If both Builder's Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence for this Project: $ N/A.

b. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the Project.

c. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

6.3.10.3.5 Pollution Liability Insurance. For purposes of this Agreement, **Pollution** Liability Insurance coverage is/**is not** required. If required, the CONTRACTOR shall provide said coverage, which shall include the following minimum requirements: The minimum limits of liability shall be: $2,000,000.00 per occurrence/ $2,000,000.00 aggregate for the incident. The CONTRACTOR shall maintain pollution liability coverage for bodily injury, property damage and environmental damage caused by a pollution incident.

6.3.10.6 Certificates of Insurance. Certificates of Insurance evincing the insurance coverage specified in paragraphs 6.3.10.1 through 6.10.5 inclusive, and in paragraph 6.2.10.4, when required, shall be filed with the PSO Purchasing Department within ten (10) days of the Notice to Apparent Low Proposer. The required Certificates of Insurance shall name the types of policies provided, and shall refer specifically to this Contract.

6.4 Untimely Submission. The failure of the CONTRACTOR to submit the required Payment Bond, Performance Bond, and Certificates of Insurance within the times required by this Article may result in a delay in issuing the Award. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the CONTRACTOR to a change in the Contract Price or Time. The PSO also reserves the right to reject the CONTRACTOR's Proposal and to award the contract to the next selected Proposer if the required documents are not received within the timeframe specified herein.

6.5 Indemnification

6.5.1 The CONTRACTOR shall indemnify and hold harmless the PSO, the Sheriff of Pasco County, and the employees and agents of PSO from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR, any SUBCONTRACTOR, anyone

directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Construction Contract.

6.5.2 In any and all claims against PSO, the Sheriff of Pasco County, or against any of the agents or employees of PSO, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type or damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

6.5.3 The CONTRACTOR shall indemnify and hold harmless the PSO and anyone directly or indirectly employed by the PSO from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.

6.5.4 The CONTRACTOR shall, at the option of PSO, underwrite on an interim basis all expenses associated with the legal defense of the PSO, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to PSO, in whole or in part, pursuant to 6.5.1-6.5.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been causes, in whole or in part, by the negligence or other fault of PSO. In discharging this duty to PSO, the CONTRACTOR shall strictly account to PSO on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, PSO shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of PSO.

6.5.5 With respect to, and in consideration for, the indemnifications provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of PSO, to underwrite the legal defense of PSO pending the outcome of any litigation through appeal, PSO agrees to pay to the CONTRACTOR as a, separate consideration, the sum of $100.00, the sufficiency and receipt of which is hereby acknowledged.

6.5.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold PSO harmless under this Article 6 shall be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 7 – RESPONSIBILITIES OF THE CONTRACTOR

7.1 Supervision and Superintendence. The CONTRACTOR shall supervise and direct the Work efficiently and with its best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction unless specifically addressed in the Contract Documents. The CONTRACTOR shall be responsible for seeing that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall cooperate with and be responsible for coordination of the Work with other contractors and/or utilities at the Site in accordance with the Specifications, if applicable. The CONTRACTOR shall attend meetings as requested by the PROJECT MANAGER.

7.1.1 The CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent who shall not be replaced without written notice to the PROJECT MANAGER except under extraordinary circumstances. The CONTRACTOR shall provide Notice to PSO of the identity of the superintendent at the Pre-construction Conference, and PSO shall at that time be provided with a 24-hour, 7 days-per-week telephone number for the superintendent which shall remain valid until Final Completion. The superintendent shall be the representative of the CONTRACTOR at the Site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

7.2 Labor, Materials, and Equipment. The CONTRACTOR shall provide and pay for competent, suitable, qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order on the Site.

7.2.1 The CONTRACTOR shall furnish and pay for 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 whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.2 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 Contract Documents.

7.2.3 All materials and equipment shall meet or exceed contract specifications and, except as may otherwise be provided in the Contract Documents, shall be new and of good quality. When requested by the PROJECT MANAGER, the CONTRACTOR shall furnish promptly a statement of the origin, compositions, and manufacture of any and all materials to be used in the construction of the Work, together with samples that may be subjected to the tests provided for in the Specifications, to determine their quality and fitness for the Work. The CONTRACTOR shall further promptly supply, at the request of the PROJECT MANAGER, certification from the

supplier of any material to be incorporated into the Work that said material meets or exceeds the Specifications.

7.2.4 At any time during the course of the CONTRACT, with respect to any and all materials and equipment to be used in the construction of the Work, the PROJECT MANAGER may request, and upon such request the CONTRACTOR shall furnish in form and substance satisfactory to the PROJECT MANAGER within ten (10) days, documentation which provides reasonable assurances to PSO that the CONTRACTOR will be able to furnish said materials and equipment, all of proper quality and quantity in a timely manner. Any and all risk of fluctuation in the market price of materials or equipment, or the availability thereof, shall remain at all times the sole responsibility of the CONTRACTOR.

7.3 Substitute Materials or Equipment. In the event the CONTRACTOR notifies the PROJECT MANAGER that certain materials or equipment described in the CONTRACT cannot be procured by the CONTRACTOR for the project, or should the DIRECTOR, upon the recommendation of the PROJECT MANAGER, find to be inadequate the documentation submitted by the CONTRACTOR in response to a request for reasonable assurances of ability to furnish the materials or equipment as described above, PSO may, as its option:

a. Waive any specification with respect to said materials or equipment, authorize acceptable substitute materials or equipment, and make an appropriate adjustment to the amounts due the CONTRACTOR for the cost of said materials or equipment, including labor, and other expenses associated with the change; or

b. Procure the materials or equipment itself and charge the actual cost thereof, including labor and other incidental expenses incurred by the PSO, to the CONTRACTOR by deducting said costs and expenses from amounts otherwise due the CONTRACTOR.

Approval of any change in costs or schedule as a result of tentative acceptance of the substitute by the DIRECTOR, based on the recommendation of the PROJECT MANAGER, shall be by Change Order.

7.4 Concerning Subcontractors

7.4.1 The CONTRACTOR may not subcontract overall management obligations pertaining to the Work, or any substantial component thereof, and not more than eighty percent (80%) of the Work shall be subcontracted under any circumstances. This limitation on subcontracting shall not apply to any aspect of the Work that involves the supply of equipment or materials alone. The CONTRACTOR shall retain ultimate liability for all contractual obligations under the Contract Documents. The CONTRACTOR shall further be fully responsible for all acts and omissions of SUBCONTRACTORS, and of persons directly or indirectly employed by them, and of persons for whose acts any of them may be liable to the same extent as if the CONTRACTOR had employed them. Nothing in the Contract Documents shall create any contractual relationship between any SUBCONTRACTOR and PSO or any obligation on the part of PSO to pay or to see to the payment of any monies due any SUBCONTRACTOR, except

as may otherwise be required by law. PSO may furnish to any SUBCONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR for specific Work done.

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

7.4.3 The CONTRACTOR agrees to bind specifically every SUBCONTRACTOR, by way of an appropriate written agreement, to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions, Special Conditions, and Technical Specifications, for the benefit of PSO .

7.4.4 All Work performed for the CONTRACTOR by a SUBCONTRACTOR shall be pursuant to an appropriate written agreement between the CONTRACTOR and the SUBCONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages cause by fire or other perils covered by insurance, except such rights as they may have to proceeds of such insurance held by PSO as trustee. The CONTRACTOR shall pay each SUBCONTRACTOR an appropriate amount determined by value of Work, of any insurance monies received by the CONTRACTOR under this insurance.

7.4.5 PSO as Intended Beneficiary of Subcontracts. PSO shall be an intended substantial beneficiary of the written agreements between the CONTRACTOR and its SUBCONTRACTORS.

7.5 Patent Fees and Royalties. The CONTRACTOR shall pay all license fees and royalties and shall assume all costs incident to the use of any invention, design, process, or device which is the subject of patent rights or copyrights held by others.

7.6 Permits. PSO shall be responsible for all costs of permits and relating permitting fees. The CONTRACTOR shall apply for and obtain all construction permits and licenses. CONTRACTOR is responsible for all inspection fees, and all public utility charges that are applicable and necessary for the execution of the Work as listed in the Construction Documents at the time of its Proposal. Any delays associated with the permitting process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.6.1. PSO and CONTRACTOR may agree to utilize a private provider to complete permitting and inspections.

7.7 Laws and Regulations. The CONTRACTOR shall give all notice and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, the CONTRACTOR will notify the PROJECT manager promptly in writing. An appropriate Change Order shall then be used to institute any necessary changes. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the PROJECT MANAGER, the CONTRACTOR shall bear all related costs.

7.7.1 LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. PSO will consider the employment of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by PSO.

7.8 Use of Premises. The CONTRACTOR shall confine its equipment, the storage of materials and equipment, and the operations of its workers to the area permitted by law, ordinances, permits, or the requirements of the Contract Documents. The CONTRACTOR shall not unreasonably encumber the Site with materials and equipment. Any loss or damage to the materials or equipment of the CONTRACTOR or of any SUBCONTRACTOR shall be solely at the risk of the CONTRACTOR.

7.8.1 The CONTRACTOR shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The CONTRACTOR shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

7.8.2 PSO shall retain ownership of any usable material on the Premises such as fill, millings, etc. unless otherwise specified by PSO at the pre-construction meeting.

7.9 Record Drawings

7.9.1 The CONTRACTOR shall keep at the Site and in good order one record copy of the Contract Documents, the Construction Plans, and the Shop Drawings. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the PROFESSIONAL and the PROJECT MANAGER and shall be submitted to the PROJECT MANAGER prior to, or contemporaneously with, the Application for Final Payment. The CONTRACTOR shall provide record drawings in accordance with the Technical Specifications.

7.10 Safety and Protection

7.10.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work and for maintaining the Project Site in a safe and good order (which would include such activities as mowing or trimming grass, bushes or other vegetation and trash removal on the Site and as deemed necessary by PSO) during the term of the Agreement. The CONTRACTOR shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

a. All employees on the Work and other persons who may be affected by it;

b. All the Work and all materials or equipment to be incorporated, whether in storage on or off the Site. The CONTRACTOR shall assume all risk of loss for stored equipment or materials, irrespective of whether the CONTRACTOR has transferred the title of the stored equipment or materials to PSO; and

c. Other property at the Site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

7.10.2 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or less. The CONTRACTOR shall erect and maintain, as required by the conditions and progress of the Work or as otherwise required or directed by PSO, all necessary safeguards for safety and protection of persons and property throughout the term of the Agreement. CONTRACTOR shall notify owners of adjacent property and utilities when execution of Work may affect them prior to start of work. All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable shall be remedied by the CONTRACTOR.

7.10.3 The CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents at the Site. This person shall be the superintendent of the CONTRACTOR unless otherwise designated in writing by the CONTRACTOR to the PROJECT MANAGER.

7.11 Emergencies. In emergencies affecting the safety of persons, the Work or property at the Site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the PROJECT MANAGER, and then only if time or circumstances do not permit such special instructions or authorization, is obligated to prevent or mitigate threatened damage, injury, or loss. The CONTRACTOR shall give the PROJECT MANAGER written notice that the emergency provision has been invoked and shall state the reasons therefore within twenty-four (24) hours of the incident. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for a Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.11.1 The CONTRACTOR shall immediately notify the PROJECT MANAGER of all events involving personal injuries to any person on the Site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other events resulting in property damage of any amount within five (5) days of the occurrence of each such event.

7.11.2 The PROJECT MANAGER upon learning of an emergency situation threatening the safety of persons or the integrity of property shall immediately report the circumstances to the DIRECTOR. If the DIRECTOR is unavailable to provide direction, or if the circumstances do not allow the PROJECT MANAGER a reasonable opportunity to seek guidance from the DIRECTOR, the PROJECT MANAGER may direct the CONTRACTOR to call out Work

crews, equipment and materials to prevent threatened damage, injury or loss. The CONTRACTOR shall be obligated to comply with any directions issued by the PROJECT MANAGER when the PROJECT MANAGER has determined that an emergency situation exists. If the CONTRACTOR believes the emergency resulted in additional Work, an otherwise untimely claim for Change Order is permissible and may be submitted in accordance with the procedures set forth herein.

7.12 Submittals and Samples

7.12.1 After checking and verifying all field measurements, the CONTRACTOR shall promptly submit to the PROFESSIONAL for approval, in accordance with the accepted schedule of submittals, all Submittals required by the Contract Documents. All Submittals shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the PROFESSIONAL may require. The data shown on or with the Submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the PROFESSIONAL to review the Submittal as required. At the time of each submission, the CONTRACTOR shall give notice to the PROFESSIONAL of all deviations that the Submittal or sample may have from the requirement of the Contract Documents.

7.12.2 The CONTRACTOR shall submit to the PROJECT MANAGER for review and recommendation to the DIRECTOR for approval, within ten (10) days after Notice To Selected Proposer, a preliminary Schedule of Values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work that will be confirmed in writing by the CONTRACTOR at the time of submittal.

7.12.3 The PROFESSIONAL shall review and approve Submittals. This review and approval by the PROFESSIONAL shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the PROFESSIONAL and resubmit the required number of corrected copies until approved. The signature, initials, or stamp of approval of the CONTRACTOR on any Submittal shall constitute its representation to the PROFESSIONAL and PSO that the CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, and that each Submittal has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.12.4 No Work requiring a Submittal shall commence until the PROFESSIONAL has approved the Submittal. A copy of each approved Submittal shall be kept in good order by the CONTRACTOR at the Site and shall be available to the PROFESSIONAL and PSO staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed. No time extensions will be allowed for delays not attributable to the either PSO or the PROFESSIONAL.

7.12.5 The approval by the PROFESSIONAL of Submittals shall not relieve the CONTRACTOR of its responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has called the attention of the PROFESSIONAL and the PROJECT MANAGER to such deviation in writing at the time of submission, and the PROJECT MANAGER, with the consent of the DIRECTOR, has given written approval to the specific deviation; any such approval by the PROFESSIONAL alone shall not relieve the CONTRACTOR from responsibility for errors or omissions in the Submittals.

7.12.6 To facilitate review, the CONTRACTOR shall number consecutively each Submittal. This numbering system shall be in order of Submittal. Any re-submittal required shall have the same number as the original Submittal followed by notation signifying that this is a second or third Submittal (e.g."#14-2nd submittal"). All Submittals shall provide a space for the review stamp of the PROFESSIONAL, preferably on the first page. In addition, all Submittals shall contain the following notation completed by the CONTRACTOR:

Project Number and Name: _____

Submittal Number: _____

Deviations: _____

As listed: _____

Reference Specification Number: _____

Reference Drawing Number: _____

Space Requirement: _____

As designed: _____

Different, as listed: _____

Contractor has reviewed and submitted for approval.

Signature: _____Date: _____

The review of a particular Submittal will be undertaken only if the above such information is provided.

7.13 Cleaning Up. The CONTRACTOR shall maintain the Site free from accumulations of waste materials, rubbish, and other debris resulting from the Work on a daily basis as well as overgrown grass, plants or vegetation on Site or as otherwise required by PSO during the term of the Agreement. At the completion of the Work, the CONTRACTOR shall remove all waste materials, rubbish, and debris from the Site as well as all tools, construction equipment and machinery, and surplus materials and will leave

the Site clean and ready for occupancy by PSO. In addition to any other rights available PSO under the Contract Documents, the failure of the CONTRACTOR to maintain the Site may result in the withholding by PSO of any amounts due CONTRACTOR. PSO also reserves the right, upon the CONTRACTOR'S failure to perform clean-up activities, after written notice, to use its own forces or a third party contractor and to delete the costs incurred from any amount due the CONTRACTOR. The CONTRACTOR will restore to original condition those portions of the Site not designated for alteration by the Contract Documents as part of its obligations under the Contract.

ARTICLE 8 – WORK BY OTHERS

8.1 PSO may perform additional Work related to the Project with its own forces or may carry out such Work through direct contract with third-party contractors. The CONTRACTOR shall provide any third-party contractors, including, but not limited to, the employees, agents, subcontractors, and suppliers of such third-party contractors (or of the forces of PSO) performing the additional Work, reasonable opportunity for the introduction and storage of materials and equipment, and for the execution of work, and shall properly connect and coordinate its Work with theirs. The CONTRACTOR is not entitled to exclusive use of the Site. PSO reserves the right to accept or reject Work related to the Project based on the quality of Work performed by the CONTRACTOR or its SUBCONTRACTORS.

8.2 If any part of the Work of the CONTRACTOR depends (for proper execution or results) upon the work of any such third-party contractor (or of PSO), the CONTRACTOR will inspect and promptly report to the PROJECT MANAGER in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results with respect to the Work. The failure of the CONTRACTOR to so report shall constitute an acceptance of the other work, except as to defects and deficiencies that may appear in the other work after the execution of its Work. The CONTRACTOR shall be entitled to extension of time, but not to damages or additional compensation from PSO related to delay, whether caused by such third-party contractors, or PSO, absent fraud, bad faith, or active interference by PSO which is accompanied by an actual malicious intent on the part of PSO to cause delay.

8.3 The CONTRACTOR will do all cutting, fitting, and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by such third-party work. The CONTRACTOR will not endanger any work of others by cutting, excavating, or otherwise altering such other work and will only cut or alter such other work with the written consent of the PROJECT MANAGER, and only if such alteration will not increase the Contract Price or Contract Time.

8.4 If the performance of additional work by third-party contractors or PSO is not noted in the Contract Documents prior to the execution of the Agreement, written notice 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 PSO or others involves additional expense or entitles it to an extension of the Contract Time, the CONTRACTOR may make a claim as provided in Articles 11, 12, and 13.

ARTICLE 9 - RESPONSIBILITIES OF PSO

9.1 PSO shall issue all communications to the CONTRACTOR through the PROJECT MANAGER, except for authorization required by Change Order pursuant to the Contract Documents.

9.2 PSO shall furnish the data required under the Contract Documents and shall make payments to the CONTRACTOR when due as provided in Article 15.

9.3 The responsibilities of PSO for providing lands, easements, and engineering surveys to establish reference points are set forth in Article 5.

ARTICLE 10 – STATUS OF THE PROFESSIONAL DURING CONSTRUCTION

10.1 PSO's Representative. The PROFESSIONAL shall be a representative of PSO during the construction period. The duties, responsibilities, and limitations of authority of the PROFESSIONAL as PSO's representative during construction are set forth in these General Conditions and shall not be extended without written designation from the Department administering the Project.

10.2 Visits to the Site. The PROFESSIONAL shall 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 Contract Documents.

10.3 Clarifications and Interpretations. The PROFESSIONAL shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the CONTRACTOR, which shall be consistent with, or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification and interpretation entitles it to an increase in the Contract Price, and/or Contract Time, the CONTRACTOR may make a claim as provided for in Article 11, 12 and 13.

10.4 Rejecting Defective Work. The PROFESSIONAL has the authority to disapprove or reject Work that is defective. The PROFESSIONAL also has authority to require special inspection or testing of the Work at the CONTRACTOR'S expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed.

10.5 Resident Engineer. The PROFESSIONAL may furnish a full or part-time Resident Engineer and other personnel to assist it in carrying out services at the Site. The duties, responsibilities, and limitations of authority of any such Resident Engineer and other personnel are set forth in the Special Conditions, if applicable.

10.6 Decisions on Disagreements. The PROFESSIONAL shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If CONTRACTOR disagrees with the opinion of the PROFESSIONAL, CONTRACTOR shall refer claim, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents initially to the PROJECT MANAGER in writing with a request for a formal decision. The PROFESSIONAL will render in writing an opinion concerning the request of the CONTRACTOR for a

formal decision and shall submit same to the PROJECT MANAGER. After receipt of the written opinion of the PROFESSIONAL and all information requested from CONTRACTOR, the PROJECT MANAGER shall make a recommendation to the DIRECTOR, who shall then render a formal decision in writing. Written notice of each such claim, dispute, and other matter shall be delivered by the CONTRACTOR to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim, dispute, or other matter. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said first occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR, allows additional time. If CONTRACTOR fails to comply strictly with these notice and submittal time periods, the CONTRACTOR shall be deemed to have waived its right to assert any claim that the CONTRACTOR might otherwise have had concerning any such matter.

10.7 Limitations on the Responsibilities of the Professional. Neither the authority of the PROFESSIONAL to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise such authority, shall give rise to any duty or responsibility of the PROFESSIONAL to the CONTRACTOR, any SUBCONTRACTOR, or any of their respective agents or employees.

10.7.1 The PROFESSIONAL shall not be responsible for the construction means, methods, techniques, sequences, or procedures or the safety precautions and programs used. The PROFESSIONAL shall not be responsible for the failure of the CONTRACTOR to perform the Work in accordance with the Contract Documents.

10.7.2 The PROFESSIONAL shall not be responsible for the acts or omissions of the CONTRACTOR, any SUBCONTRACTORS, any of their respective agents or employees, or any other persons performing any of the Work.

ARTICLE 11 – CHANGES IN THE WORK

11.1 Without invalidating the Agreement, PSO may from time to time, order additions, deletions, or revisions in the Work. The CONTRACTOR shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of Work, the PROJECT MANAGER, with the consent of the DIRECTOR, may order the partial suspension of any Work related to the proposed deletion, in which case the CONTRACTOR must cease performance as directed; the CONTRACTOR shall not be entitled to additional compensation or an increase in the Contract Time as a result of the suspension. The CONTRACTOR shall not be entitled to claim lost profits on deleted work. All changed Work shall be executed under the applicable conditions of the Contract Documents.

11.2 Additional Work performed by the CONTRACTOR without authorization, as represented by a properly executed Change Order approved by the SHERIFF or his designee, as specified herein, will not entitle the CONTRACTOR to an increase in the Contract Price or to an extension of the Contract Time, except in the case of a bona fide emergency as provided in Article 7. No other employee or representative of PSO including, but not limited to, the PROJECT MANAGER and the DIRECTOR, has the authority to approve a Change Order on behalf of PSO. **The effect of this paragraph shall remain**

paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.3 Upon agreement between the PROJECT MANAGER and the CONTRACTOR as to changes in the Work to be performed, subject to consent of the DIRECTOR, or with respect to a claim by the CONTRACTOR for Work performed in an emergency as provided in Article 7, the CONTRACTOR will prepare a written Change Order to be signed and submitted to the PROJECT MANAGER and/or the Professional (as directed by the PSO) for transmission by the DIRECTOR to the SHERIFF for approval.

11.4 It is the responsibility of the CONTRACTOR to notify its SURETY of any changes affecting the general scope of the Work, Contract Price, or Contract Time and to secure the written consent of the Surety to any such changes.

11.5 In the absence of agreement between the PROJECT MANAGER and the CONTRACTOR or consent of the DIRECTOR as provided in paragraph 11.3, PSO may, in its sole discretion, issue a unilateral Change Order to the CONTRACTOR. Pricing of the unilateral Change Order will be in accordance with Section 12.1.5. The Change Order will specify a price, and if applicable, a time extension determined to be reasonable by PSO. If the CONTRACTOR fails to sign said Change Order, the CONTRACTOR shall nevertheless be obligated to fully perform the work as directed by the Change Order.

11.6 Should the CONTRACTOR make a claim for an increase in Contract Time or an increase in Contract Price, then upon the request of the PROJECT MANAGER, the claim shall be accompanied by an affidavit stating that:

a. The claim is made in good faith;

b. The supporting data have been thoroughly reviewed by the CONTRACTOR and are accurate and complete to the best knowledge and belief of the CONTRACTOR; and

c. The amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes PSO is liable.

Absent such affidavit, if requested by the PROJECT MANAGER, the claim will not be considered. Submission of the affidavit shall be a condition precedent to the commencement by the CONTRACTOR of any action at law or in equity against PSO.

11.7 If PSO determines the CONTRACTOR has submitted a baseless, frivolous, unsupported, exaggerated, or otherwise spurious request for a Change Order or Claim, PSO shall deduct from any amounts due the CONTRACTOR the costs incurred by PSO in reviewing and responding to that Change Order request or Claim. Deductible costs include, but are not limited to, any costs incurred by PSO or its PROFESSIONAL to review and respond to the requested Change Order or Claim.

11.8 The CONTRACTOR shall proceed diligently with performance of the Work as directed by PSO, regardless of pending claims or actions, unless otherwise agreed to in writing.

ARTICLE 12 – CHANGE OF CONTRACT PRICE

12.1 The Contract Price

12.1.1 The Contract Price is as defined in Article II, Section 2.13. All duties, responsibilities, and obligations assigned to or undertaken by the CONTRACTOR shall be at its expense without change in the Contract Price.

12.1.2 The Contract Price represents the total compensation to which the CONTRACTOR may be entitled under the terms of these Contract Documents, which Contract Price is based upon the estimated quantities of items listed therein or a lump sum price. The actual total compensation paid to the CONTRACTOR for the Work described in these Contract Documents may vary due to:

a. Adjustments in pay quantity/quantities resulting from changes in item quantity/quantities; and/or

b. Adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

12.1.3 The Contract Price may only be increased or decreased by a written Change Order. Any claim for an increase shall be in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances necessitating an increase. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after said occurrence, unless the DIRECTOR, in his absolute discretion, allows additional time.

12.1.4 Except as provided for in Section 12.1.5, any Change Order adjusting the compensation to be paid to the CONTRACTOR shall be priced in accordance with the following procedures:

12.1.4.1 Unit Prices Included in the Proposal. The CONTRACTOR and PSO recognize and acknowledge that the quantities shown for those items designated in the Proposal (Part III) as unit price items are approximations prepared by PSO for proposal purposes and that the actual compensation payable to the CONTRACTOR for the utilization of such items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Project as originally defined in the Contract Documents. When it is determined by PSO that an addition, deletion, or revision to the Project, as defined in these Contract Documents, is required and affects the quantities required for items designated in the Proposal (Part III) as unit price items, the CONTRACTOR and PSO agree that the compensation payable to the CONTRACTOR for such unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Proposal (Part III) to the quantity of the unit price item required to complete the Project as defined in the Contract Documents.

12.1.4.2 Unit Prices Not Included in the Proposal. Unit prices for items not designated in the Proposal (Part III), but which have been mutually agreed upon by PSO and the CONTRACTOR, may be utilized in determining the actual compensation payable to the CONTRACTOR based upon field measured quantities.

12.1.4.3 Lump Sum. When it is determined by PSO that an addition, deletion, or revision to the Project is required, resulting in a change in Work designated in the Proposal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.5 If the pricing methods specified in Article 12.1.4 are inapplicable, or if the parties are unable to agree on a price for the changed Work, PSO shall establish a reasonable price for the same in accordance with Article 12.2. PSO shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with paragraph 11.5. The CONTRACTOR shall perform the Work as directed in the Change Order.

12.1.6 Failure on the part of the CONTRACTOR to construct any item to plan, or in conformity with authorized dimensions and within the specification tolerances set forth herein, shall result in:

a. Reconstruction to acceptable tolerances, at no additional cost to PSO;

b. Acceptance at no pay; or

c. Acceptance at reduced final pay quantity or reduced unit price, all at the discretion of PSO.

PSO shall make determinations of the aggregate monetary change for items identified as lump sum quantities based upon an analysis of the score of the failure of the CONTRACTOR to construct to plan or in conformity with authorized dimensions and within applicable specification tolerances.

12.2 Cost of Work

12.2.1 The term "Cost of Work", when used in connection with Change Orders, means the costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Change Order Work. Except as may be agreed to in writing by the PROJECT MANAGER, such costs shall be in amounts no higher than those prevailing in the relevant market for substantially similar work associated with projects akin to the Project, and shall be limited to the following categories:

a. Actual cost of Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave) to perform change order work;

b. Owned Equipment (at lowest applicable equipment rate manual rate);

c. Rented Equipment (at actual rental rates);

d. Materials;

e. Costs of SUBCONTRACTOR;

f. Extra Bonds and Insurance;

g. Fee of CONTRACTOR (per Article 12.3).

12.2.2 The CONTRACTOR shall require all SUBCONTRACTORS and suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work", when used in connection with Change Orders, shall not include any of the following:

a. Payroll costs and other compensation of the officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, job superintendents, Project managers, and clerks of the CONTRACTOR, and all personnel employed by the CONTRACTOR, whether at the Site, at the principal office of the CONTRACTOR, at a branch office of the CONTRACTOR, or elsewhere, for general administration of the Change Order Work and not specifically included in the agreed-upon schedule of job classifications, all of which are to be considered administrative costs covered by the Fee of the CONTRACTOR;

b. Extraordinary fringe benefits not specifically identified in Article 12.2;

c. Expenses of the principal and branch offices of the CONTRACTOR, other than the office of the CONTRACTOR at the Site;

d. Field overhead costs, including, but not limited to, the cost on-site temporary facilities and the on-site supervision provided by the CONTRACTOR; compensation for these costs will be considered only if the Final Completion date is extended by a Change Order or Allowance Authorization Release.

e. Any part of the capital expenses of the CONTRACTOR, including interest on the capital used by the CONTRACTOR for the Change Order Work and charges against the CONTRACTOR for delinquent payments;

f. Cost of premiums for all bonds and insurance, whether or not the CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the Work).

g. Costs due to the negligence of the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or for whose acts any of them

may be liable, including, but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and correcting for any damage to property;

h. All overhead or general expense costs of any kind (other than as provide in Article 12.3).

12.3 Fee of Contractor

12.3.1 The maximum percentage allowed for the combined overhead (including main office and field office overhead) and profit of the CONTRACTOR shall be as follows:

12.3.1.1 For all such Change Order Work done, or to be done, by the CONTRACTOR alone, a fixed percentage of the total adjustment to the Contract Price shall not exceed ten percent (10%).

12.3.1.2 For all such Change Order Work done or to be done by SUBCONTRACTORS, each SUBCONTRACTOR may add up to ten percent (10%) to its allowable cost of Work for combined overhead and profit and the CONTRACTOR may add up to five percent (5%) to the allowable cost of work of the SUBCONTRACTOR for its combined overhead and profit; provided, however, that:

a. No markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted; and

b. The total maximum markup allowed by Article 12, including but not limited to the CONTRACTOR, SUBCONTRACTORS, and all lower-tier subcontractors, shall in no event exceed twenty percent (20%) of allowable costs.

12.3.2 For all changes, the CONTRACTOR shall submit an itemized cost breakdown, together with supporting data in such detail and form as the PROJECT MANAGER may prescribe from to time. When a credit is due, the amount of credit to be allowed by the CONTRACTOR to PSO for any such change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the PROJECT MANAGER, with the consent of the DIRECTOR, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by the discipline or trade, with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, and all other costs specifically itemized, in addition to the overhead and profit markup.

12.4 Cash Allowance. It is understood that the Final Total Price, which shall serve as the basis for the initial Contract Price, includes any allowances named in the Contract Documents. The CONTRACTOR shall cause the Work to be done, using such SUBCONTRACTORS or suppliers, and for such sums, within the limit of the allowances, as PSO may approve as provided in Section 21 of the Contract

Documents. Prior to final payment, the Contract Price shall be adjusted, as required, and an appropriate Change Order issued to reflect actual Authorized expenditures made against the allowances. The CONTRACTOR agrees that the initial Contract Price includes such sums as it deems proper for all cost, overhead, and profit required for cash allowances. The CONTRACTOR further agrees that in the event PSO authorizes only a portion of the Allowance Work, the CONTRACTOR shall only receive the amount for Work actually performed as set forth in the Contract Documents for cash allowance upon submittal of the proper documentation. Reductions or increases in the Work will not entitle CONTRACTOR to any further increase in overhead and profit.

12.5 Non-Recoverable Items. Notwithstanding any other provision of the Contract Documents**, t**he parties agree that for any claim filed by the CONTRACTOR on this Project, whether on account of delay, acceleration, breach of contract or otherwise, PSO will not have any liability for the following items of damage or expense:

1. Loss of profit, incentives or bonuses;

2. Any claim for other than extra work or delay;

3. Consequential damages, including but not limited to, loss of bonding capacity; loss of opportunities; loss of credit standing; cost of financing; interest paid; loss of other Project or insolvency;

4. Acceleration costs and expenses, except where PSO has expressly and specifically directed the CONTRACTOR in writing “to accelerate at PSO’s expense”; and/or

5. Attorney fees, claims preparation expenses and costs of litigation.

ARTICLE 13 – CHANGE OF CONTRACT TIME

13.1 The Contract Time may only be changed by way of a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the PROJECT MANAGER within seven (7) days of the first occurrence of the circumstances giving rise to the claim therefore. A change of Contract Time does not automatically qualify as grounds for additional compensation for the CONTRACTOR except under the conditions specified in Article 12, 12.1.2. Written supporting data will be submitted to the PROJECT MANAGER within fifteen (15) days after such occurrence unless the PROJECT MANAGER, with the consent of the DIRECTOR allows additional time. All claims submitted by the CONTRACTOR for adjustments to the Contract Time must set forth in detail the reasons for, and causes of, the delay, and clearly indicate why the subject delay was beyond the control or fault of the CONTRACTOR.

13.1.1 If the CONTRACTOR is delayed at any time in the performance, progress, commencement, or completion on the Work by any act or neglect of PSO or the PROFESSIONAL, or by any employee of either of them, or by any third-party contractor employed by PSO, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, utility conflicts which could not have been identified or foreseen by the

CONTRACTOR through the exercise of reasonable diligence, or any causes beyond the control or fault of the CONTRACTOR, then the Contract Time shall be extended by Change Order for such reasonable time as PSO may determine. The CONTRACTOR shall be entitled to an extension of time for such causes, but only for the number of days of delay which PSO may determine to be solely due to such causes, and then only to the extent that such causes actually delay the completion of the Project, and only if the CONTRACTOR shall have strictly complied with all the requirements of the Contract Documents. Notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which PSO or the PROFESSIONAL may be responsible in whole or in part, shall relieve the CONTRACTOR of the duty to perform, or give rise to any right to damages or additional compensation from PSO. The sole and exclusive remedy of the CONTRACTOR against PSO for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be the right to seek an extension of the Contract Time in accordance with the procedures set forth herein. This paragraph shall apply expressly to claims for early completion, as well as claims based upon late completion.

13.1.2 The CONTRACTOR shall become familiar with, and prepare for, the normal weather conditions existing in Pasco County, Florida throughout the course of any given year. Normal weather conditions are expected to impact the Work in numerous ways, including, but not limited to, those impacts caused by delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. For purposes of this Article 13, the term "normal weather conditions", includes both high rainfall caused by periodic "El Niño" events and low rainfall caused by periodic drought conditions. By execution of the Agreement (Part IV), the CONTRACTOR acknowledges that the Contract Time constitutes a sufficient time in which to complete the Work, and that the proposal and subsequent schedule of the CONTRACTOR anticipates and includes unfavorable weather conditions which may occur during the Contract Time. The consequences and impact of such unfavorable weather conditions are neither excusable nor compensable.

13.1.2.1 If adversely affected by a hurricane or other extreme weather event for which the Governor of the State of Florida or the Pasco County Board of County Commissioners has declared to have created an emergency within the geographical area which includes the site of the Work, then PSO may, but is not obligated to, approve a request by the CONTRACTOR for an extension of the Contract Time. The CONTRACTOR acknowledges that the following conditions must all have taken place before the CONTRACTOR may apply for a Change Order requesting additional time to compensate for delays due to extreme weather events:

a. Unfavorable weather conditions from a hurricane or other extreme weather event, for which an emergency has been declared by the Governor or the Pasco County Board of County Commissioners, actually existed at the Project Site for one or more workdays;

b. As a direct result of the unfavorable weather conditions at the Project Site, the CONTRACTOR was unable to perform critical path Work for a continuous period of more than eight (8) hours on each specific day;

c. The CONTRACTOR had taken precautions, such as, but not limited to, proper drainage, temporary drainage or diversion, and pumping (including pre- and post-shift pumping) to mitigate the impact of such unfavorable weather conditions;

d. The CONTRACTOR was scheduled, and actually attempted, to perform Work; and

e. The CONTRACTOR took prudent, appropriate, and necessary steps to secure the site, including, but not limited to, securing, and storing materials and equipment, and removing materials and equipment, in advance of unfavorable weather conditions.

13.1.3 All time limits stated in the Contract Documents are of the essence of this Agreement. The provisions of this Article, however, shall under no circumstance preclude recovery of liquidated damages by PSO.

13.1.4 As a condition precedent to receiving an extension of the Contract Time for delay on any portion of the Work, the CONTRACTOR shall reasonably reschedule the Work so as to minimize the impact of the delay and to allow continued progress on the unaffected portions of the Work.

ARTICLE 14 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

14.1 Warranty and Guarantee. The CONTRACTOR warrants and guarantees to PSO that all materials and requirements will be new unless otherwise specified, and that all Work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests, or approvals referred to in this Article for a minimum period of one year following the date of Final Acceptance. To the extent the Work may be required in order to achieve and maintain compliance with any permit issued by any federal or state authority (e.g., mitigation planting required as a condition of a permit by the Southwest Florida Water Management District) and no written final approval by said authority has been received within one year following Final Acceptance, the CONTRACTOR shall warrant and guarantee that portion of the Work beyond one (1) year and until such time as written final approval has been issued by the applicable authority. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents, or to such inspections, tests, approvals, or to any and all applicable building, construction and safety requirements, shall be considered defective. The PROJECT MANAGER shall give notice of all defects to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

14.2 Tests and Inspections

14.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority with jurisdiction over the Contractor or the Work require the Work, or any portion thereof, to be specifically inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR shall give the PROJECT MANAGER timely Notice when the Work to be tested is ready for testing. The testing firm(s) shall be supplied by the CONTRACTOR, subject to the approval of the PSO in its absolute discretion, and all inspections, tests, or approvals to be provided by the CONTRACTOR shall be timely identified in writing by the CONTRACTOR to the PROJECT MANAGER. For all required inspections, tests, and approvals on any Work prepared, performed, or assembled away from the Site, the CONTRACTOR will furnish the PROJECT MANAGER with the required certificates of inspection, testing, or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or by the Contract Documents. Prior to testing, the CONTRACTOR shall secure the written approval of the PROFESSIONAL as to the testing for or laboratory to conduct any tests. Materials or Work in place that fail to pass acceptability tests, or where the test results provided by the CONTRACTOR appear to PSO to be unreliable in any way, shall be retested by a testing firm selected by PSO, through the PROJECT MANAGER upon the instructions of the DIRECTOR, and at the sole expense of the CONTRACTOR.

14.2.2 Neither observations by the PROFESSIONAL or the PROJECT MANAGER, nor inspections, tests, or approvals by persons other than the CONTRACTOR, shall relieve the CONTRACTOR of the obligation to perform the Work in accordance with the requirements of the Contract Documents.

14.3 Access to the Work. For the duration of the Project, the PROFESSIONAL and representatives thereof, other designated representatives of PSO, and authorized representatives of any regulatory agency with jurisdiction over the Work or any aspect thereof, shall at all times be given access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work, and also for any inspection or testing by others.

14.4 Uncovering the Work

14.4.1 If any Work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the PROJECT MANAGER, or if any Work is covered contrary to the request of the PROJECT MANAGER, the Work shall, if requested by the PROJECT MANAGER, be uncovered for observation, inspection, testing or approval, and replaced at the sole expense of the CONTRACTOR.

14.2.2 If any Work has been covered which either the PROFESSIONAL or the PROJECT MANAGER has not specifically requested to observe, or if the PROFESSIONAL or the PROJECT MANAGER considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, upon the written request of the PROJECT MANAGER, shall uncover, expose, or otherwise make available for observation, inspection, or testing that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the CONTRACTOR alone shall bear the expense of such

uncovering, exposure, observation, inspection, testing, and satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR shall be allowed an increase in the Contract Price, or an extension of the Contract Time, or both, to the extent directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, but only if the CONTRACTOR initiates a claim as provided in Articles 11, 12 and 13.

14.5 Stop Work. When Work is defective, or when the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or to make prompt payments to SUBCONTRACTORS for labor, materials, or equipment, or if the CONTRACTOR violates any provision of these Contract Documents, the DIRECTOR may order the CONTRACTOR to stop the Work until the cause for such order has been eliminated. However, this right of the DIRECTOR to stop the Work shall not give rise to any duty on the part of the DIRECTOR to exercise this right for the benefit of the CONTRACTOR or any other party. The CONTRACTOR shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order issued under this paragraph.

14.6 Correction or Removal of Defective Work

14.6.1 When directed by PSO or its PROJECT MANAGER, the CONTRACTOR shall promptly, without cost to PSO and as specified by PSO or its PROJECT MANAGER, either correct the defective Work whether fabricated, installed, or completed, or remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such defective Work within a reasonable time, all as specified in a written notice from PSO or its PROJECT MANAGER, PSO may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the CONTRACTOR or deducted from payment to CONTRACTOR. The CONTRACTOR will also bear the expense of correcting, or removing and replacing all Work of others destroyed or damaged by the correction, removal, or replacement of the defective Work.

14.6.2 After approval of final payment, and prior to the expiration of one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract documents, if any Work is found to be defective, incomplete, or otherwise not in accordance with the Contract Documents, the CONTRACTOR shall promptly, without cost to PSO and in accordance with the written instructions of PSO, either correct such defective Work, or if it has been rejected by PSO, remove it from the Site and replace it with non-defective Work. If the CONTRACTOR does not promptly comply with the terms of such instructions, PSO may have the defective Work corrected, removed, or replaced. The CONTRACTOR will pay all direct and indirect costs of such action.

14.7 Acceptance of Defective Work. If, instead of requiring the correction, or the removal and replacement, of defective Work, the PSO prefers to accept it, PSO may do so, in their sole discretion. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price,

shall be issued. If the acceptance occurs after approval of final payment, the CONTRACTOR shall pay to PSO an appropriate sum to compensate for the defect in the Work.

14.8 Neglected Work by Contractor

14.8.1 If the CONTRACTOR neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the PROJECT MANAGER may direct the CONTRACTOR to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen, and/or equipment, and working extended hours and additional days, all at no cost to PSO, in order to put the Project back on schedule. If the CONTRACTOR fails to correct the deficiency or take appropriate corrective action, PSO may terminate the Contract or the right of the CONTRACTOR to proceed with that portion of Work and may have the Work done by others. The cost of completion under such procedure shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to PSO.

14.8.2 When the CONTRACTOR is more than ten percent (10%) behind schedule, based on the approved Project Schedule, the PROJECT MANAGER may deduct from any progress payment to the CONTRACTOR a sum equal to the liquidated damages for the number of days behind schedule. Additional withholding may be made if the PROJECT MANAGER determines the Work cannot be completed for the unpaid balance of the Contract Price.

14.8.3 Should the CONTRACTOR work weekends or holidays to regain the schedule, all costs to PSO of associated inspections, construction management and resident engineering shall be identified to the CONTRACTOR, and the Contract Price shall be reduced by a like amount via Change Order.

ARTICLE 15 – PAYMENT AND COMPLETION

15.1 Schedule of Values

15.1.1 Prior to submitting the first Draft Payment Request, the CONTRACTOR shall submit to the PROJECT MANAGER a final Schedule of Values and, if previously requested by the PROJECT MANAGER, cash flow projection for all activities of the Work shown on the accepted schedule, including quantities and unit prices totaling to the Contract Price. This Schedule of Values shall be satisfactory in form and substance to the PROJECT MANAGER and the DIRECTOR, and shall subdivide the Work into component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. Unsupported or unreasonable allocation of the Contract Price to any one activity shall be justification for rejection of the Schedule of Values. Upon approval of the Schedule of Values by the PROJECT MANAGER, with the consent of the DIRECTOR, it shall be incorporated into the most recent PSO-approved Application for Payment form. The CONTRACTOR shall not submit an unbalanced Schedule of Values that provides for

overpayment to the CONTRACTOR on activities that would be performed first. The Schedule of Values shall be revised, as necessary, and resubmitted until acceptable to PROJECT MANAGER and the DIRECTOR. Once the schedule has been accepted by the PROJECT MANAGER, with the consent of the DIRECTOR, PSO reserves the right, at its exclusive option, to require at any time that the CONTRACTOR honors a particular price contained in the Schedule of Values, if the activity pertaining to it is being deleted or modified.

15.1.2 On unit price contracts, the Schedule of Value shall be in accordance with the Proposal (Part III).

15.1.3 No payment can be made, and no Draft Payment Request or Application for Payment submitted or accepted, until the PROJECT MANAGER with the consent of the DIRECTOR has approved the Schedule of Values, including the activity dollar resources and the CONTRACTOR has submitted a copy of the recorded Performance and Payment Bonds. Every Draft Payment Request and Application for Payment shall delineate all activities on the schedule, the approved value, previous Work completed, current percentage complete requested, and value of percentage requested.

15.1.4 The cash flow projection, if required, shall be a monthly projection of the value of Work in place. If the actual cash flow (represented by the Application for Payment) for any month is less than eighty-five percent (85%) of the projected amount for that month, then the CONTRACTOR may be barred from proposing for other PSO projects until the value of Work in place is corrected and within at least ninety-five (95%) of the projected value.

15.2 Draft Payment Requests and Application for Payment

15.2.1 As a strict condition precedent to the submission of any Application for Payment, the CONTRACTOR shall first submit to the PROJECT MANAGER a Draft Payment Request, which shall be on the most recent PSO-approved Application for Payment form, and clearly designated by the word “DRAFT” in the top-right corner of each page. The Draft Payment Request shall include all documentation that the CONTRACTOR must submit in connection with the Application for Payment, including a proposed Schedule of Values that properly reflects all Work to the date of the request. The PROJECT MANAGER shall promptly review the Draft Payment Request and proposed Schedule of Values for possible errors, deficiencies, discrepancies, or disputes. If the PROJECT MANAGER, with the consent of the DIRECTOR, determine(s) that the Draft Payment Request and proposed Schedule of Values are acceptable as originally submitted, the PROJECT MANAGER shall, within ten (10) business days of their receipt, direct the CONTRACTOR in writing to prepare and submit the Application for Payment, all in proper form and suitable for signature, to the designated reviewer named below. The PROJECT MANAGER shall also provide a contemporaneous copy of that notice to the designated reviewer. If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall promptly notify the CONTRACTOR in writing of the existence thereof, and the PROJECT MANAGER and the CONTRACTOR shall work informally and in good faith to resolve the problems identified.

Should a complete resolution not be achieved within ten (10) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the Application for Payment to the designated reviewer.

The designated reviewer for this Project shall be:

Pasco Sheriff's Office
ATTN: Inspector Keith Dillon
8661 Citizens Drive
New Port Richey, FL 34654
727-844-7718
kdillon@pascosheriff.org

15.2.2 Application for Payment shall be made no earlier than thirty (30) days after the Contract Time has commenced, and monthly thereafter, but not more often than once a month. The Application for Payment, when submitted, shall be filled out accurately and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and supported by such data as required by PSO. The CONTRACTOR shall certify in writing that all SUBCONTRACTORS and suppliers have been paid for acceptable Work and materials from previous progress payments received; less any retainage, prior to the receipt of any further progress payments. The CONTRACTOR shall submit an Application for Payment on the most recent PSO-approved form, and which shall include the aforementioned certification. If payment is requested on the basis of materials or equipment not incorporated in the Work, but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data as will establish the title of PSO to the material and equipment and protect its interest therein, including applicable insurance. Payment for stored materials, in whole or in part, shall be at the sole discretion of PSO. The CONTRACTOR may request payment by electronic funds transfer (EFT). Each Application for Payment after the first payment must also be accompanied by an inclusive Record of Change Order (RCO) listing requested Change Orders and the final Change Order cost through completion of PROJECT.

15.2.3 Upon receipt by the designated reviewer, the Application for Payment shall be date-stamped "Received". If the Reviewer determines the Application for Payment to be deficient in any respect, it shall so notify the PROJECT MANAGER in writing within fifteen (15) business days of the date the Application for Payment was stamped as received by PSO, specifying the deficiencies and the requisite action to render the Application for Payment proper. The deficiencies to be identified by the Reviewer shall specifically include disputed portions of the total amount claimed by the CONTRACTOR. Upon receipt of notice from the Reviewer, the PROJECT MANAGER shall immediately, and in no event more than twenty (20) business days of the date the Application for Payment was stamped as received by PSO, forward a copy of the written determination by the Reviewer to the CONTRACTOR and request that the Application for Payment be corrected. In the event the deficiency in the Application for Payment relates

solely to a disputed portion of the total amount claimed, PSO shall pay the undisputed portion within twenty (20) business days of the date the Application for Payment was stamped as received by the PSO. Any Application for Payment that has been corrected as to deficiencies identified by the Reviewer shall be paid within ten (10) business days of the date the corrected Application for Payment was stamped as received by PSO; otherwise, the CONTRACTOR shall be notified within that time of the failure to correct the deficiencies and shall be afforded a second opportunity to correct the Application for Payment. If, following the second attempt by a CONTRACTOR to submit a proper Application for Payment, PSO continues to find the Application for Payment deficient; it shall so notify the CONTRACTOR in writing within ten (10) business days of when the corrected Application for Payment was received by PSO. The CONTRACTOR shall thereafter have thirty (30) calendar days in which to request an administrative review of the dispute, submitting a concise written summary of its position and any supporting documents to the SHERIFF by an acceptable delivery method. Acceptable delivery methods are limited to the following: 1) hand delivery; 2) pre-paid, certified United States first-class mail, return receipt requested; 3) a nationally recognized overnight courier service, such as Federal Express. Delivery shall be to:

Sheriff Chris Nocco
Pasco Sheriff's Office
8661 Citizens Drive
New Port Richey, Florida 34654

The SHERIFF or his authorized designee, which designee shall not be directly affiliated with the Project, shall review the materials submitted by the CONTRACTOR and may solicit and consider relevant information and materials from the managing DEPARTMENT. The SHERIFF or authorized designee shall render a final decision on behalf of PSO within sixty (60) calendar days of the date the second corrected Application for Payment was stamped as received by PSO. Should the CONTRACTOR fail to submit a first or second corrected Application for Payment, or otherwise fail to request an administrative review on a timely basis, the CONTRACTOR shall be deemed to have waived any claims in dispute.

15.2.4 As a strict precedent to payment of the first Application for Payment, the CONTRACTOR must provide a certified copy of the recorded Performance and Payment Bonds for the Project, if not previously provided to PSO.

15.2.5 Beginning with the second request of the CONTRACTOR for payment, the CONTRACTOR shall submit a properly executed Waiver of Lien – Progress Payment (Waiver of Lien), on the most recent PSO-approved form, from each SUBCONTRACTOR whose work appeared on the prior Application for Payment, and for which the CONTRACTOR has been paid. All unpaid or contested amounts must be listed on each Application for Payment until paid or resolved. If the CONTRACTOR is unable to obtain the required Waiver of Lien, a properly executed Written Consent from the SURETY for the CONTRACTOR may be accepted in lieu thereof. In the event the CONTRACTOR is unable to furnish either a Waiver of Lien from a SUBCONTRACTOR or the Written Consent from the SURETY, PSO may withhold the disputed amount until the CONTRACTOR can provide one of these two documents.

15.3 Retainage

15.3.1 All progress payments shall be subject to a ten percent (10%) retainage until the Project is fifty (50%) complete and in place as determined by PSO. When fifty percent (50%) of the Work is complete and in place, the CONTRACTOR may submit a written request to the PROJECT MANAGER to reduce the retainage on future progress payments to five percent (5%) for the remaining Work. The PROJECT MANAGER, with the consent of the DIRECTOR, may approve this request provided, however, that the Work has been carried out to the satisfaction of the PROJECT MANAGER. After fifty percent (50%) of the Project is complete and in place, the CONTRACTOR may submit a payment application for up to one-half of the retainage held on the Project. After such payment is made, all remaining retainage shall be requested by the CONTRACTOR as a component of the Final Payment. Nothing herein shall limit the DIRECTOR's discretionary authority to release retainage held by PSO as provided in Section 218.735(8), F. S.

15.3.2 The CONTRACTOR agrees that if PSO does not withhold retainage from a payment to the CONTRACTOR, the CONTRACTOR will not withhold retainage from the SUBCONTRACTORS who are due funds out of that payment. The CONTRACTOR further agrees that after fifty percent (50%) completion is reached, the CONTRACTOR will not retain more than five percent (5%) from its SUBCONTRACTOR'S payments. All retainage released by the DIRECTOR to the CONTRACTOR shall be released on a pro rata basis to SUBCONTRACTORS.

15.4 Warranty of Title of CONTRACTOR. If at any time there shall be evidence of any claim for which, if established, PSO might become liable, and which may be chargeable to the CONTRACTOR, or if the CONTRACTOR shall incur any liability to PSO, or PSO shall have any claim or demand against the CONTRACTOR, of any kind or for any reason, whether related to or arising out of this Agreement or any other agreement between the CONTRACTOR and PSO, and whether or not reduced to judgment or award, PSO shall have the right to retain out of any payment due the CONTRACTOR, or which may become due to the CONTRACTOR, under this Agreement or any other Agreement between the CONTRACTOR and PSO, an amount sufficient to indemnify PSO against such claim, and/or to compensate PSO for, and fully satisfy, such liability, claim or demand, and to charge or deduct all cost of defense or collection with respect thereto, including, but not limited to, reasonable attorneys' fees, expert consultant fees, and expert witness fees. Should any claim develop after final payment has been made, the CONTRACTOR shall refund to PSO all monies that the latter may be compelled to pay in discharging such claims, or that the latter may have incurred in collecting said monies from the CONTRACTOR.

15.5 Rejection of Applications for Payment by the Director. The DIRECTOR or higher authority may refuse to approve the whole or any part of any payment if, in the opinion of the DIRECTOR or higher authority, the DIRECTOR or higher authority is unable to make the representation that the Application for Payment is acceptable to PSO. The DIRECTOR or higher authority may also refuse to approve any such Application for 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 the opinion of the DIRECTOR or higher authority, to protect PSO from loss because:

a. The Work is defective;

b. The Critical Path Method (CPM) schedule or another method of scheduling, as directed, and regular updates, as described in the Technical Specifications, have not been submitted or accepted;

c. Claims have been filed against PSO for which the CONTRACTOR may be liable;

d. The Contract Price has been reduced because of Change Order(s);

e. PSO has been required to correct defective Work or to complete the Work in accordance with Article 14;

f. Approved Maintenance of Traffic Plan (MOT) or revisions thereto, as directed by the PROJECT MANAGER, have not been submitted;

g. The Work was executed unsatisfactorily, or the CONTRACTOR failed to clean up as required in Article 7, failed to control dust, failed to control traffic, or otherwise has failed to comply with these Contract Documents.

15.6 Substantial Completion. When the CONTRACTOR believes Substantial Completion has been achieved on the Project, the CONTRACTOR shall certify in writing to the PROJECT MANAGER that the entire Project is substantially complete in accordance with the Contract Documents and that all test reports required under the Contract verifying compliance with the Contract Documents have been provided to PSO and request that the PROJECT MANAGER issue a Certificate of Substantial Completion. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with the CONTRACTOR, shall undertake an inspection of the Project to determine the status of completion in accordance with the contract specifications. After inspection, if the PROJECT MANAGER does not believe Substantial Completion has been attained with respect to the Project, the PROJECT MANAGER will notify the CONTRACTOR in writing, giving specific reasons why the Project is not substantially complete. If the PROJECT MANAGER considers the Project substantially complete, then upon approval by the DIRECTOR, the PROJECT MANAGER shall issue a Certificate of Substantial Completion signed by the DIRECTOR. This Certificate of Substantial Completion shall fix the date of Substantial Completion and will define the remaining deficiencies with respect to the elements outlined in the specifications of this Contract.

15.6.1 Substantial Completion cannot occur until all conditions necessary for safe and proper use, occupancy, maintenance and operations and other requirements required for Substantial Completion are in place.

15.7 Partial Utilization. Where a portion of a Project is sufficiently completed to allow Beneficial Occupancy, but any significant other portions(s) remain(s) uncompleted, the PROJECT MANAGER,

with the consent of the DIRECTOR, may direct the CONTRACTOR to permit PSO to take control of the sufficiently completed portions(s), and to operate and utilize said portion(s) by taking Beneficial Occupancy thereof, if PSO believes such use will not significantly interfere with construction of the other parts of the Project. If the CONTRACTOR is of the opinion that said Beneficial Occupancy is not in the best interests of PSO, it shall give PSO Notice of such an opinion, include with said Notice a statement of every reason that certification of Beneficial Occupancy should not be issued. Otherwise, the CONTRACTOR shall certify to PSO that all critical elements of that part of the Project are sufficiently complete to allow PSO to take Beneficial Occupancy thereof, and request the PROJECT MANAGER to prepare a Certificate of Beneficial Occupancy for said portion(s) of the Project. Thereafter, the PROJECT MANAGER, assisted by other personnel as required, along with CONTRACTOR, shall make an inspection of said portion(s) of the Project to determine the status of completion. If the PROJECT MANAGER considers the portion(s) of the Project so inspected to be ready and appropriate for Beneficial Occupancy, then with the consent of the DIRECTOR, the PROJECT MANAGER will deliver to the CONTRACTOR a Certificate of Beneficial Occupancy to that effect, fixing the date of Beneficial Occupancy as to said portion(s) of the Project, attaching punch list of items to be completed or corrected before final payment on the total Contract, and fixing responsibility between PSO and CONTRACTOR for any outstanding obligations on that part of the Project. PSO shall have the right to occupy and use the portion(s) of the Project after date of Beneficial Occupancy for the portion(s) covered by the Certificate of Beneficial Occupancy, but the PROJECT MANAGER will allow the CONTRACTOR reasonable access to complete or correct items on the list. Acceptance of Beneficial Occupancy shall not negate the obligation of the CONTRACTOR to meet any milestone requirements, including the respective dates of Substantial Completion and Final Completion for the entire Project, as said dates may have been set forth in the Contract Documents. Although Beneficial Occupancy may be established for a portion of the Project, warranties for that portion shall not commence until the date of Final Acceptance by PSO, unless the Contract Documents expressly provide otherwise.

15.8 Final Completion

15.8.1 Upon written notice from the CONTRACTOR that the Project is complete, the PROJECT MANAGER shall schedule a final inspection with the CONTRACTOR and any other personnel requested by the PROJECT MANAGER. The PROJECT MANAGER shall, if necessary, notify the CONTRACTOR in writing of any Work this inspection reveals to be defective, or otherwise not in accordance with the Contract Documents. Should the CONTRACTOR receive notice of such defective or non-conforming Work, the CONTRACTOR shall immediately take all such action as may be necessary to remedy these defects and bring the Project into full compliance with the Contract Documents, following which the CONTRACTOR shall request another such inspection, subject to the procedures and conditions set forth in this paragraph.

15.8.1.1 Final Completion of the Work shall be deemed achieved by the CONTRACTOR when all Work required under the Contract Documents has been satisfactorily completed in accordance with the contract specifications.

15.8.2 After the PROJECT MANAGER has determined that all Work has been completed, the PROJECT MANAGER, with the approval of the DIRECTOR, will issue a Certificate of Final

Completion for the Work signed by the DIRECTOR. Warranties will commence on the date of Final Completion.

15.9 Application for Final Payment. After PROJECT MANAGER has issued the Certificate of Final Completion for the Work, the CONTRACTOR may make Application for Final Payment, following the procedure for progress payments. The final Draft Payment Request and Application for Payment shall be accompanied by an Affidavit of Payment of Debts and Claims by the CONTRACTOR, a Subcontractor's Waiver of Lien – Final Payment for each Subcontractor, as applicable, as well as the Certificate of Final Completion, Certificate of Occupancy or of Beneficial Occupancy (if appropriate), and the Consent of Surety to Final Payment when required, all submitted on forms provided by PSO. Where Certificates of Beneficial Occupancy have been issued for portions of the Project in accordance with Article 15.7, they shall be maintained in the Project file.

15.10 Approval of Final Payment. If, on the basis of the observations and review of Work during construction by the PROJECT MANAGER, the final inspection; a review of the Draft Payment Request, and all conditions required by the Contract Documents for Final Acceptance, the DIRECTOR, upon the recommendation of the PROJECT MANAGER, is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of its obligations under the Contract Documents (including but not limited to the submission of final as-built plans in hard copy and PDF form and all warranties), the PROJECT MANAGER will, within twenty (20) days of receipt of the Draft Payment Request shall, in writing, direct the CONTRACTOR to prepare and submit the final Application for Payment, all in proper form and suitable for signature, to the designated reviewer, and provide a contemporaneous copy of this written notice to the designated reviewer. Processing shall thereafter proceed pursuant to paragraph 15.2.3 hereof If the PROJECT MANAGER, with the consent of the DIRECTOR, determines that errors, deficiencies, discrepancies, or disputes exist as to any of the amounts claimed by the CONTRACTOR, the PROJECT MANAGER shall, in writing, promptly notify the CONTRACTOR of the existence of any such errors, deficiencies, discrepancies, or disputes, and the CONTRACTOR shall work informally and in good faith to resolve the problems identified. Should a complete resolution not be achieved within twenty (20) business days following the receipt by the PROJECT MANAGER of the Draft Payment Request and proposed Schedule of Values, then the PROJECT MANAGER shall notify in writing the designated reviewer as to the unresolved matters, and the CONTRACTOR may proceed to prepare and submit the final Application for Payment to the designated reviewer for processing in accordance with paragraph 15.2.3 hereof.

15.11 Continuing Obligation of the CONTRACTOR. The obligation of the CONTRACTOR to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. The approval by PSO of any progress payment or Final Payment, the issuance of a Certificate of Substantial Completion, any payment by PSO to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by PSO (with or without issuance of a Certificate of Beneficial Occupancy), the issuance of a Certificate of Final Completion, the occurrence or absence of any act of acceptance by PSO, or any correction of defective Work by PSO shall not constitute, or be deemed or construed to constitute, an acceptance of Work not in accordance with the Contract Documents, as amended by any properly executed Change Order(s) issued during the term of the Contract.

15.12 Waiver of Claims. The making of an Application for Final Payment, or acceptance of Final Payment, shall constitute an absolute waiver of any and all claims by the CONTRACTOR against PSO, except for those previously submitted in writing in accordance with the Contract Documents.

15.13 Liquidated Damages. When the CONTRACTOR is in default for nonperformance within the stipulated Contract Time, including any intermediate Milestone Dates, the PROJECT MANAGER will notify the CONTRACTOR in writing within thirty (30) days after the intermediate Milestone Date, Substantial Completion Date, or Final Completion Date, and shall deduct the daily liquidated damages in the amount stated in the Contract Documents from any monies due the CONTRACTOR. The DIRECTOR, however, retains discretion to recommend to the SHERIFF or his designee that any portion or all of the liquidated damages be waived in order to advance the best interests of PSO. The deduction of liquidated damages shall be in addition to any retainage withheld. Additional liquidated damages, if any, may be indicated in the circumstances referenced in Subpart C, Technical Specifications, of this Part II of the Contract Documents. Any failure of PSO to provide written notice to the CONTRACTOR within the applicable thirty (30) day period of its intent to assess liquidated damages shall not constitute a waiver of the right of PSO to liquidated damages, or otherwise relieve the CONTACTOR of liability for liquidated damages.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.1 Suspension of Work. The DIRECTOR may, at any time, suspend the Work or any portion thereof for a continuous period of not more than ninety (90) days by issuing to the CONTRACTOR a Notice of Suspension. The PROJECT MANAGER, with the consent of the DIRECTOR, shall fix the date on which Work shall be resumed, and the CONTRACTOR shall resume the Work on the date so fixed. The CONTRACTOR shall be allowed an extension of the Contract Time, if directly attributable to any such suspension, as the sole compensation and remedy for the suspension, provided it makes a proper claim for same as provided for in Article 13. The CONTRACTOR shall, under no circumstances, be entitled to any damages or additional compensation for any such suspensions.

16.2 Termination of Work

16.2.1 If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for it or for any of its property, if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or make prompt payments to SUBCONTRACTORS, or prompt payments for labor, materials, or equipment; if it disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction; if it fails to submit the bonds and Certificates of Insurance within the times required by Article 6 of this Agreement; if it disregards the authority of the PROFESSIONAL; or if it otherwise materially violates any provisions of the Contract Documents, then SHERIFF or his designee may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its SURETY seven (7) days written notice, terminate the services of the CONTRACTOR. Upon termination, PSO shall take possession of the Project, and may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and may finish the Work by whatever method

it may deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds the unpaid balance, the CONTRACTOR shall pay the difference to PSO. Such cost incurred by PSO shall be incorporated in a Change Order. If, after the issuance of Notice of Termination of this Agreement, it is determined for any reason that the CONTRACT was not in default, or that its default was excusable, or PSO was not entitled to the remedy against CONTRACTOR provided herein, the termination will be deemed to be a termination for convenience pursuant to paragraph 16.2.3, and the remedies of the CONTRACTOR against PSO shall be the same as, and limited to, those afforded under said paragraph.

16.2.2 Where the services of the CONTRACTOR have been so terminated pursuant to paragraph 16.2.1 by PSO, said termination shall not affect any rights of PSO against the CONTRACTOR then existing, or which may thereafter accrue. Any retention or payment of monies by PSO due the CONTRACTOR will not release the CONTRACTOR from any liability whatsoever.

16.2.3 Termination for Convenience

16.2.3.1 In return for good and valuable consideration in the amount of $100.00, the receipt of which is acknowledged by the CONTRACTOR, PSO may terminate the required performance of Work by the CONTRACTOR under this Agreement, in whole or in part, whenever PSO shall determine that such complete or partial termination is in the best interest of PSO. Any such termination shall be effected by delivery to the CONTRACTOR of a Notice of Termination for Convenience, specifying the extent to which the performance of Work under the Agreement shall be terminated, and the date upon which such termination shall be effective.

16.2.3.2 After receipt of a Notice of Termination for Convenience, and except as otherwise directed by PSO, the CONTRACTOR shall:

a. Stop Work under this Agreement on the date, and to the extent, specified in the Notice of Termination for Convenience;

b. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for the full and proper completion of that portion of the Work under this Agreement not to be terminated;

c. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination for Convenience;

d. In the sole and absolute discretion of PSO, the CONTRACTOR shall either:

i. Assign to PSO, in the manner, at the time, and to the extent directed by the PROJECT MANAGER, with the consent of the DIRECTOR, all of the

right, title, and interest of the CONTRACTOR under some or all of the orders and subcontracts so terminated; or

ii. Settle all outstanding liabilities and all claims arising out of such termination of unassigned orders and subcontracts.

e. Transfer title and deliver to PSO, in the manner, at the times and to the extent, if any, directed by the PROJECT MANAGER, with the consent of the DIRECTOR, the fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination for Convenience.

f. Complete performance of that part of the Work not terminated by the Notice of Termination for Convenience.

g. Take all such action as may be necessary or prudent, or as PSO may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the CONTRACTOR and in which PSO has, or may acquire, an interest.

16.2.3.3 After the receipt of a Notice of Termination for Convenience, the CONTRACTOR shall submit to PSO its termination claim. Such claim shall be submitted promptly, but in no event later than four (4) months from the effective date of termination, unless one or more extensions in writing are granted by the DIRECTOR in his absolute discretion. No claim will be allowed for machinery and equipment rental expense incurred after the effective date of the Notice of Termination for Convenience. Upon the failure of the CONTRACTOR to submit its termination claim within the time allowed, PSO shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the Termination for Convenience.

16.2.3.4 The CONTRACTOR and PSO may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the complete or partial Termination for Convenience, which amount or amounts may include a reasonable allowance for profit on Work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Price as reduced by the amount of payments otherwise made, and as further reduced by the Contract Price of Work not terminated. The Agreement shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount.

16.2.3.5 In the event of the failure of the CONTRACTOR and PSO to agree, as provided in paragraph 16.2.3.4, on the whole amounts to be paid to the CONTRACTOR by reason of any Termination for Convenience, PSO shall determine, on the basis of information available to it, with respect to all Work performed prior to the effective date of the Notice of Termination for Convenience, the total (without duplication of any items) cost of such

work and a sum, as profit, equal to seven (7) percent of said cost of the Work; provided, however, that if it appears that the CONTRACTOR would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed, and an appropriate adjustment shall be made, reducing the amount of the settlement to reflect the indicated rate of loss. In no event will the CONTRACTOR be entitled to recover any anticipated or lost profit.

16.2.3.6 The total sum to be paid to the CONTRACTOR shall not exceed the total Contract Price, as reduced by the amount of payment otherwise made, and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that PSO shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the CONTRACTOR the fair value, as determined by PSO, of property which has been destroyed, lost, stolen, or damaged so as to become undeliverable to PSO.

16.2.3.7 In arriving at the amount due the CONTRACTOR following a Termination for Convenience, there shall be deducted:

a. All unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this Agreement;

b. Any claim which PSO may have against the CONTRACTOR in connection with this Agreement; and

c. The agreed price for, or the proceeds from the sale of, any materials, supplies, or other things kept by the CONTRACTOR or sold, pursuant to the provisions hereof, and not otherwise recovered by, or credited to, PSO.

16.3 Cross-Default. Should the CONTRACTOR be determined by PSO to be in default of this Agreement, such default shall constitute a default of all other contracts to which PSO and the CONTRACTOR may be a party. PSO, as a result, may pursue any and all remedies available to it up to and including termination of all such contracts between the parties.

ARTICLE 17 – MISCELLANEOUS

17.1 All specifications, drawings, and copies furnished by PSO shall remain the property of PSO. They shall not be used by anyone other than PSO on any other Project and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to PSO upon completion of the Project.

17.2 Should PSO or the CONTRACTOR suffer injury or damage to their respective persons or property because of any error, omission, or act of the other, or of any of their respective employees, agents, or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

17.3 If the Contract Price exceeds $100,000, the CONTRACTOR shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414 et seq.), as amended, and with Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended.

17.4 Pending resolution of any claim or dispute between PSO and the CONTRACTOR, unless otherwise agreed in writing by PSO, the CONTRACTOR shall proceed diligently with Performance of the Project as directed by PSO, and PSO may continue to make payments in accordance with the Contract Documents.

17.5 Project Representative. PSO may furnish a Project Representative and assistants to aid the PROJECT MANAGER in carrying out the responsibilities of the PROJECT MANAGER at the Site.

17.6 Historical or Archaeological Deposits. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the CONTRACTOR shall cease immediately operations affecting the find, and shall notify the PROJECT MANAGER, who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Office. No further disturbance of the deposits shall ensue until CONTRACTOR has received written instructions from the PROJECT MANAGER. The PROJECT MANAGER will issue written instructions only after the state office has surveyed the find and made a determination to the Environmental Protection Agency and PSO. Compensation to CONTRACTOR, if any, for changes in construction shall be determined in accordance with changed conditions or change order provisions of the Contract Documents; provided however, in no event will the CONTRACTOR be entitled to damages or additional compensation for any delays incurred, and the sole remedy of the CONTRACTOR shall be to seek an extension of the Contract Time pursuant to the provisions of the Contract Documents.

17.7 Compliance with Federal Immigration Laws. The CONTRACTOR by signing the contract will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the CONTRACTOR by signing the Contract verifies and affirms that it is in compliance with 8 USC Sec. 1342 prohibiting the employment either directly or by contract or exchange of unauthorized aliens by any CONTRACTOR during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by PSO.

17.8 Compliance with Department of Homeland Security E-Verify Program. Contractor and PSO shall comply with Florida Statute 448.095, as currently written, or as hereafter amended. In the event of a conflict between the below language and an amendment to Florida Statute 448.095, the amendment shall govern. The PSO is a public employer participant in the Department of Homeland Security's Image Program and utilizes E-verify to ensure its employees are appropriately authorized to work in the United States. On or before beginning work, CONTRACTOR and any/all of CONTRACTOR's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR understands the PSO may not enter into a Contract unless each party to the contract registers with and uses the E-Verify system and is required to terminate a contract pursuant to the Violations Section below, without penalty. CONTRACTOR shall provide proof of CONTRACTOR and all subcontractor(s) registration with the E-Verify system to PSO.

Subcontractors. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of such affidavit for the duration of the Contract.

Violations.

(a) In the event the PSO has a good faith belief that CONTRACTOR has knowingly violated Florida Statute 448.09(1), PSO shall terminate the contract with CONTRACTOR.

(b) In the event the PSO has a good faith belief that CONTRACTOR's subcontractor knowingly violated this subsection, but the CONTRACTOR otherwise complied with this subsection, PSO shall promptly notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor.

(c) A contract terminated pursuant to (a) or (b) is not a breach of contract and may not be considered as such.

(d) PSO, CONTRACTOR, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

(e) If PSO terminates a contract with CONTRACTOR under paragraph (c), the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

(f) CONTRACTOR is liable for any additional costs incurred by PSO as a result of the termination of a contract.

17.9 Pesticides, Herbicides and Fertilizer Application. For those projects requiring the application of pesticides, herbicides and fertilizers, the Contractor must have and maintain at his expense certificates and licenses issued by the Florida Department of Agriculture and Consumer Services (FDACS) for all pesticides, herbicides or fertilizers applicators he/she is planning to use to provide the services contracted herein. Current copies of licensees shall be provided upon demand at any time during the contact period.

17.10 Federal No-Lead Standards. The Contractor shall comply with the "Safe Drinking Water Act" regulatory standards and any applicable regulations for lead content in all materials that will be in contact with potable water during the course of the Project.

ARTICLE 18 – MAINTENANCE OF RECORDS

18.1 The CONTRACTOR shall keep adequate records and supporting documentation applicable to this Project and Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of final completion or termination of this Agreement. PSO shall have the right to audit, inspect, and copy such records and documentation, and any and all such records of the CONTRACTOR as may relate to this, or any other, Project and Agreement between the CONTRACTOR and PSO, or to any legal, administrative, or other action brought against PSO by the CONTRACTOR or any other person, as often as PSO deems necessary, during the period of this Agreement and for a period of five (5) years thereafter; provided, however, such activity shall be conducted only during normal business hours. PSO during this period of time shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the CONTRACTOR as

concerns the aforesaid records and supporting documentation. The CONTRACTOR shall, at all times, take all reasonable steps necessary to ensure and to enforce the right of PSO to access the aforesaid documentation.

18.2 PUBLIC RECORDS. CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the PSO to perform the service under the Agreement; (b) upon request from the PSO's custodian of public records provide PSO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to PSO; and (d) upon completion of the contract, transfer, at no cost to PSO, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to PSO in a format that is compatible with the information technology systems of PSO. All documentation produced as part of this Agreement will become the property of PSO. At the end of this Agreement, all documents kept and maintained by Contractor shall be provided to PSO, at no cost to PSO. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (KEITH DILLON) AT (727) 847-5878, kdillon@pascosheriff.org, 8661 CITIZENS DR., NEW PORT RICHEY, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to PSO within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

ARTICLE 19 – APPRENTICES AND TRAINEES

19.1 When apprentices and trainees are utilized by the CONTRACTOR on the Work pursuant to this Agreement, the CONTRACTOR shall be governed by the provisions of Chapter 446, Florida Statutes.

ARTICLE 20 – EQUAL OPPORTUNITY COMPLIANCE PROVISIONS

20.1 During the performance of this Agreement, the CONTRACTOR agrees as follows.

20.1.1 General. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status.

20.1.2 Sanctions. In the event the CONTRACTOR fails to comply with any nondiscrimination provision of this Agreement or with any such laws, regulations or orders, this Agreement may be cancelled, terminated, or suspended, in whole or part, and the CONTRACTOR may be declared ineligible for further PSO contracts.

20.1.3 Subcontractors. The CONTRACTOR shall include the provisions of paragraphs 20.1.1 and 20.1.2 in every subcontract under this Agreement so that such provisions will be binding upon each SUBCONTRACTOR. The CONTRACTOR will take such action with respect to any SUBCONTRACTOR as PSO may direct as a means of enforcing such provisions, including sanctions for noncompliance.

20.1.4 Federal Requirements. In the event this Agreement is funded, in whole or in part, from any federal governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds shall be incorporated by reference herein and become a part of this clause.

20.1.5 Equal Opportunity Laws, Regulations, and Requirements Throughout the term of this Agreement, the CONTRACTOR shall not violate any of the following federal or state laws, regulations, and requirements:

a. Federal

1. Section One of the Fourteenth Amendment to the United States Constitution.

2. Title VI of the Civil Rights Act of 1964.

3. Civil Rights Restoration Act of 1987.

4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 and 1975.

5. Civil Rights Acts of 1866 and 1870.

6. Standards for a Merit System of Personnel Administration, 45 CFR 70.

7. Revised Order Number 4, 41 CFR 60-2.10.

8. Rehabilitation Act of 1973, P.L. 93-112.

9. Interagency Agreement dated March 23, 1973.

10. Executive Order 11914, Nondiscrimination with Respect to the Handicapped in federally assisted programs.

11. Age Discrimination Act of 1975, amended by P.L. 94-135.

12. Civil Rights Act of 1968. P.L. 90-284.

13. Veterans Readjustment Act.

14. Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, (State and Local Assistance Act of 1972, as amended)

15. Office of Management and Budget Circular A-102, Attachment O.

16. Age Discrimination in Employment Act, as amended.

17. Federal Civil Rights Act of 1991.

18. Americans with Disabilities Act.

b. State

1. State Constitution (Preamble) and Section 13.251 (Powers and Purposes) protects citizens from discrimination because of race, national origin and religion.

2. Florida Statutes, Chapter 112.041, requires non-discrimination in employment by counties and municipalities because of race, color, national origin, sex, handicap, or religious creed.

3. Florida Statutes, Chapter 112.043, prohibits age discrimination in employment.

4. Florida Statutes, Chapter 413.08, prohibits discrimination against physically disabled persons in employment.

5. Florida Statutes, Chapter 448.07, prohibits wage rate discrimination based on sex.

6. Florida Civil Rights Act of 1992.

ARTICLE 21 – ALLOWANCES

21.1 Allowance Categories. Because of the size, complexity and nature of the Project, the SHERIFF has determined it is in the best interest of the PSO to establish certain allowance categories for various

portions of additional or revised work. The Allowance Work may consist of, but is not limited to, the following:

a. General Site Work (for any scope of work gap between Civil Site Preparation and this project;
b. Private Provider Inspections (PPI)

The Allowance Work is included in the Contract Price and the Contract Work, and shall be performed in full compliance with all requirements of the Contract Documents. The Contract Time also includes a number of calendar days reserved for performance of Allowance Work in accordance with this Article, calculated as follows: twenty percent (20%) of days allocated from the date the Contract Time commences to Final Completion (as awarded),or sixty (60) days, whichever is less, unless otherwise specified in the Contract Documents. The election of the Contractor's performance of Allowance Work and the allocation of Contract Time for such Allowance Work shall be within the sole discretion of PSO.

21.2 Authorized Expenditures and Allocations of Time. All charges and time for Allowance Work must be pre-approved in writing by SHERIFF or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the time, if any, required, and the price for the Allowance Work, and shall contain the authorized signature of the SHERIFF or his designee. If the CONTRACTOR proceeds to perform any Allowance Work without the required AAR, the CONTRACTOR shall be deemed to have waived any rights it might otherwise have had to additional compensation or additional time, or both, for such Allowance Work. Any monies designated for Allowance Work remaining upon the completion of all Work shall be deducted from the Contract Price by an approved Change Order.

21.3 Pricing of Allowance Work. When PSO has determined that it wishes to have the CONTRACTOR perform certain Allowance Work, the PROJECT MANAGER shall provide the CONTRACTOR with an allowance proposal request, identifying the Allowance Work to be performed, and requesting the CONTRACTOR to submit a price for such proposed Allowance Work. The CONTRACTOR shall submit a price for the proposed Allowance Work in a timely fashion, but in no event shall the CONTRACTOR expend more than five (5) days within which to submit its price on the proposed Allowance Work, unless the PROJECT MANAGER, with the consent of the DIRECTOR, permits a longer period of time. The CONTRACTOR shall prepare its price for the proposed Allowance Work in accordance with the pricing procedures established for Change Orders under Article 12.

21.4 Allocation of Contract Time. If the CONTRACTOR requests an allocation of Contract Time for performance of Allowance Work, the CONTRACTOR shall state with particularity in its response to the allowance proposal request of PSO the reasons for its request and the manner in which performance of Allowance Work will affect the Contract schedule. The CONTRACTOR shall be entitled to an allocation of time for performance of Allowance Work only for the number of the days that the SHERIFF or his designee determine to be appropriate, and then only to the extent such performance affects the ability of the CONTRACTOR to meet contract milestone dates. The SHERIFF or his designee may not allocate more Contract Time for all Allowance Work hereunder than the number of calendar days designated for Allowance Work in the Agreement. If PSO and CONTRACTOR agree on the time to be allocated for performance of Allowance Work, the time shall be stated in the AAR. The

SHERIFF or his designee may adjust any milestone dates affected by allocation of time for Allowance Work and shall state such adjusted milestone dates in the AAR. CONTRACTOR shall not be entitled to damages for delays or disruptions caused by performance of Allowance Work hereunder. An approved Change Order shall be used to deduct any time designated for Allowance Work remaining at the completion of all Work from the Contract Time.

21.5 Disputes as to Price or Time. If PSO and CONTRACTOR agree on the price for proposed Allowance Work but cannot agree on the amount of time for such Work, or vice-versa, then the item agreed upon shall be stated in the AAR.

ARTICLE 22 – DISPUTE RESOLUTION

22.1 Governing Law. The Contract Documents shall be governed by and interpreted according to Florida law.

22.2 Venue, Jurisdiction, and Attorney's Fees. Any action brought under this Agreement or with respect to any claim arising from the subject matter thereof shall be brought and heard in a state court of competent jurisdiction at the West Pasco Judicial Center in New Port Richey, Pasco County, Florida. If the claim(s) that form the basis for any such action must be adjudicated in federal court, then venue for that action shall be in the United States District Court for the Middle District of Florida, Tampa Division. Each Party is responsible for their own attorney's fees and costs.

22.4 Notice of Claim; Contractor Books and Records. As a condition precedent to the initiation by the CONTRACTOR of any claim (regardless of how such a claim or demand shall be entitled by the CONTRACTOR) against PSO through administrative proceedings or in arbitration, or to the filing of any action in law or equity against PSO, the CONTRACTOR shall, at least sixty (60) days in advance thereof, provide Notice to PSO of its intent to pursue said claim, and for a period not less than fifteen days during the first (45) days following the date of the Notice, deliver to the PSO General Counsel at 8700 Citizens Drive, New Port Richey for inspection and copying, all of the original books and records in the possession or control of the CONTRACTOR which may be related, directly or indirectly to the claim or action, regardless of whether PSO has affirmatively and expressly requested the same. In lieu of delivering the original books and records, the CONTRACTOR may, at its own expense, deliver to said PSO General Counsel at 8661 Citizens Drive, New Port Richey complete and legible photocopies of all such original books and records within thirty (30) days of the date of the Notice; however, nothing herein shall be construed to curtail the rights of PSO to, inter alia, inspection and copying under Article 18 hereof.

REST OF PAGE LEFT INTENTIONALLY BLANK

BOND NO._____

PART II

EXHIBIT A

PROPOSAL BOND

Name of Contractor: _____

Principal Business Address: _____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Name of Surety: _____

Principal Business Address:_____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Contractor of Property Being Improved:

Pasco Sheriff's Office

Attn: Purchasing Manager

19415 Central Boulevard

Land O' Lakes, Florida 34637

Telephone No. (813) 235 - 6011

Contracting Public Entity (if different from Owner): (N/A)

Contract Number Assigned: _____

(Proposal No.): 1FY26-1

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

10370 Charles Bo Harrison Way, Land O' Lakes, Florida 34637

LEGAL DESCRIPTION:
THE NORTH 1010 FT OF SOUTH 2260 FT OF EAST 3030 FT & THE SOUTH 1250 FT OF SECTION 15 LYING EAST OF US HWY 41 BEING MEASURED AT RIGHT ANGLES TO THE SOUTH & EAST BOUNDARY OF SECTION 15 EXC COM AT MOST WLY CORNER OF SOUTH 1250 FT OF SECTION LYING EAST OF US HWY 41 FOR POB TH ELY 460 FT ALONG NORTH LINE OF SOUTH 1250 FT FOR PT A TH RETURN TO POB TH SELY ALONG R/W US HWY 41 275 FT TH NELY 350 FT MOL TO PT A SUBJ TO PERPETUAL WELLSITE ESMT PER OR 4997 PG 1487 & SUB TO PERPETUAL WELLSITE ESMT PER OR 4997 PG 1498 SUBJ TO INGRES EGRESS ESMT PER OR 8557 PG 3308 LESS THAT POR KNOWN AS CONNERTON COMMERCE PARK PCL 4B PER OR 7598 PG 1526 LESS SUB STATION PER OR 8557 PG 3308 & LESS THAT PCL DESC IN OR 9886 PG 2432 & TOG WITH THE FOLL DESC PCL: COM AT SW COR OF SEC 15 TH S89°54'46"E ALG SOUTH LINE OF SW1/4 OF SEC 2714,49 FT TO SW COR OF SE1/4 OF SEC TH N01°12'16"W 1325.29 FT FOR POB TH N25°07'54"W 361.50 FT TH N64°52'06"E 361.50 FT TH S25°07'54"E 361.50 FT TH S64°52'06"W 361.50 FT TO POBSUBJ TO UTILITY ESMT PER OR 9879 PG 3220

BOND NO._____

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of $ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for construction of **Site Development for Pasco Sheriff's Office F1RST Complex**, (hereinafter the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payment to all claimants, as defined in Section 255.02(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

Any changes in or under the Contract documents (including extension of time, alternatives or additions to the terms of the Contract or specifications referred to within), and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

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

ATTEST: PRINCIPAL: _____

_____ BY: _____ (SEAL)

6F83222.DOCX

Witness

Authorized Signature (Principal)

Witness

Printed Name

Title of Person Signing Above

-OR-

BY: _____(SEAL)

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

Business Address

( )

Business Telephone

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

ATTEST: SURETY: _____
Printed Name

_____
Business Address

_____

_____ BY: _____
(SEAL)
Witness Authorized Signature

_____ _____
Witness Printed Name

-OR-

_____ BY: _____
(SEAL)
Witness As Attorney in Fact (Attach Power)

6F83222.DOCX

Witness

Printed Name

License Number of Agent

COUNTERSIGNED (if applicable):

Signed

Agency Name

( )
Agent's License No Telephone

Agency Mailing Address

( )
Agency Telephone No.

( )
Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally

and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

BOND NO._____

PART II

EXHIBIT B

PAYMENT BOND FORM

Name of Contractor: _____

Principal Business Address: _____

_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Name of Surety: _____

Principal Business Address:_____

_____

Telephone: (_____)_____

Facsimile: (_____)_____

Obligee of Property Being Improved:

Pasco Sheriff's Office

Attn: Purchasing Manager

19415 Central Boulevard

Land O' Lakes, Florida 34637

Telephone No. (813) 235 - 6011

Contracting Entity: (N/A)

Contract Number Assigned: _____

(Proposal No.): 1FY26-1

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

10370 Charles Bo Harrison Way, Land O' Lakes, Florida 34637

LEGAL DESCRIPTION:
THE NORTH 1010 FT OF SOUTH 2260 FT OF EAST 3030 FT & THE SOUTH 1250 FT OF SECTION 15 LYING EAST OF US HWY 41 BEING MEASURED AT RIGHT ANGLES TO THE SOUTH & EAST BOUNDARY OF SECTION 15 EXC COM AT MOST WLY CORNER OF SOUTH 1250 FT OF SECTION LYING EAST OF US HWY 41 FOR POB TH ELY 460 FT ALONG NORTH LINE OF SOUTH 1250 FT FOR PT A TH RETURN TO POB TH SELY ALONG R/W US HWY 41 275 FT TH NELY 350 FT MOL TO PT A SUBJ TO PERPETUAL WELLSITE ESMT PER OR 4997 PG 1487 & SUB TO PERPETUAL WELLSITE ESMT PER OR 4997 PG 1498 SUBJ TO INGRES EGRESS ESMT PER OR 8557 PG 3308 LESS THAT POR KNOWN AS CONNERTON COMMERCE PARK PCL 4B PER OR 7598 PG 1526 LESS SUB STATION PER OR 8557 PG 3308 & LESS THAT PCL DESC IN OR 9886 PG 2432 & TOG WITH THE FOLL DESC PCL: COM AT SW COR OF SEC 15 TH S89°54'46"E ALG SOUTH LINE OF SW1/4 OF SEC 2714,49 FT TO SW COR OF SE1/4 OF SEC TH N01°12'16"W 1325.29 FT FOR POB TH N25°07'54"W 361.50 FT TH N64°52'06"E 361.50 FT TH S25°07'54"E 361.50 FT TH S64°52'06"W 361.50 FT TO POBSUBJ TO UTILITY ESMT PER OR 9879 PG 3220

BOND NO._____

PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That _____, as Principal, whose address is _____, and _____, as Surety, whose address is _____, are held and firmly bound unto the Pasco Sheriff's Office, as Obligee in the sum of $ _____ _____,____for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the _____day of _____, 20___, for **Site Development of Pasco Sheriff's Office F1RST Complex**~~,~~ in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their

assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

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

ATTEST: PRINCIPAL: _____

_____ BY: _____(SEAL) Witness
Authorized Signature (Principal)

_____ _____

Witness Printed Name

_____

Title of Person Signing Above

-OR-

_____ BY: _____(SEAL)

Witness As Attorney in Fact (Attach Power)

_____ _____

Witness Printed Name

_____

Business Address

( ) _____

Business Telephone

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____

Signature of person taking acknowledgment

_____

Name typed, printed or stamped

_____

Title or rank

_____

Serial number (if any)

ATTEST: SURETY: _____

Printed Name

Business Address

BY:

(SEAL)

Witness

Authorized Signature

Witness

Printed Name

-OR-

BY:

(SEAL)

Witness

As Attorney in Fact (Attach Power)

Witness

Printed Name

License Number of Agent

COUNTERSIGNED (if applicable):

Signed

Agency Name

( )

Agent's License No Telephone

Agency Mailing Address

( )

Agency Telephone No.

( )

Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____

Signature of person taking acknowledgment

_____

Name typed, printed or stamped

_____

Title or rank

_____

Serial number (if any)

PART II

EXHIBIT C

CERTIFICATE OF INSURANCE

PART II

EXHIBIT D

ENDORSEMENT

Named Insured		Endorsement #	
Policy Symbol	Policy #	Policy Period	Effective Date of Endorsement
Issued by (Name of Insurance Company)			

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

1. AMENDMENT -- NOTICE OF CANCELLATION OR MATERIAL CHANGE (DESIGNATED CONTRACT)

Only with respect to your contract scheduled herein, should any of the above -described policies be canceled or materially changed before the expiration date thereof, the Issuing Company will mail 30 days' prior written notice to the Certificate Holder named therein.

2. AMENDMENT -- ADDITIONAL INSURED (DESIGNATED CONTRACT)

Only with respect to your contract scheduled herein, Pasco Sheriff's Office has been named as Additional Insured as respects the General and Automobile Liability Policies described herein.

3. AMENDMENT -- LIMITS OF LIABILITY

The limits of liability apply specifically to any liability claims arising during the course of this project.

CONTRACT SCHEDULE AND DESCRIPTION OF PROJECT

Authorized Agent _____ Date _____ .

PART II
EXHIBIT E

CONTRACTOR APPLICATION FOR PAYMENT

FROM PASCO SHERIFF'S OFFICE

(Please See Instructions at Page 8 / GC - 87)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO (OWNER): PROJECT: APPLICATION NO: Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO:

FROM (CONTRACTOR): VIA (ARCHITECT): ARCHITECT'S PROJECT NO:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE		
a. _5____% of Completed Work (Column D + E on G703)	$	
b._____% of Stored Material (Column F on G703)	$	
Total Retainage (Line 5A + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$

State of: County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for the line items may apply

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

AAR SUMMARY			
AAR No.	**Date Approved by SHERIFF or his designee**	**Additive**	**Deductive**
TOTALS			

CHANGE ORDER SUMMARY			
C.O. No.	**Date Approved by SHERIFF or designee**	**Additive**	**Deductive**
TOTALS			

CONTRACT STATUS	
Initial Contract Price	**$**
Net Change By Change Orders **(Additive Total Minus Deductive Total)**	**$**
Contract Price To Date	**$**
Value of Work in Place	**$**
Value of Stored Materials	**$**
Total Earned	**$**
Retainage At _____%	**$**
Total Earned Less Retainage	**$**
Less Previous Payments	**$**
Less	**$**
Current Payment Total	**$**

Section 2 – Contractor Certification

The undersigned authorized representative certifies, on behalf of the above-referenced CONTRACTOR, and under penalty of perjury:

1. All amounts and items shown on this application are correct, and the requested Current Payment Total is $_____;
2. Any work performed, or materials supplied have been in accordance with the Contract Documents for the above-referenced Project.
3. The CONTRACTOR has clear title to any materials and equipment for which the CONTRACTOR is requesting payment as stored materials;
4. All amounts paid by PSO to the CONTRACTOR in previous progress payments have been applied by the CONTRACTOR and its SUBCONTRACTORS to promptly pay, in proportionate amounts, all SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials listed included in line items listed in the Schedule of Values of the previous Payment Applications, except as indicated on Attachment 1 hereto, which is incorporated herein by reference, and consists of _____ page(s);
5. The CONTRACTOR shall apply any sums paid by PSO from this Application for Payment to SUBCONTRACTORS, sub-subcontractors, suppliers, and others who have contributed work, equipment, or materials included in line items listed in the Schedule of Values attached hereto (less retainage, if applicable), except as indicated on Attachment 2 hereto, which is incorporated herein by reference, and consists of _ page(s).

ATTEST:	CONTRACTOR:
By:_____	By:_____
Title:_____	Title:_____

STATE OF **}**

} ss

COUNTY OF }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title]

of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____

Signature of person taking acknowledgment

_____

Name typed, printed or stamped

_____

Title or rank

_____

Serial number (if any)

Section 3 – Certification by PSO and PROFESSIONAL

Based on on-site observations and the data comprising this Application for Payment, the undersigned certifies that the Work in the above-referenced Project has progressed to the point indicated herein and to the best of my knowledge, information, and belief, is in accordance with the Contract Documents, thereby entitling the CONTRACTOR to payment of the amount certified herein.

REVIEWER:

By:_____ Date:_____

PROJECT MANAGER:

By:_____ Date: _____

PROFESSIONAL

By:_____ Date: _____

INSTRUCTIONS FOR COMPLETING APPLICATION FOR PAYMENT

This form will be completed by the CONTRACTOR each time payment is requested in connection with the Project. This Application for Payment shall be accompanied by a Schedule of Values providing line-item detail for the project, Attachment 1, and Attachment 2.

Section 1: This section will be completed by the CONTRACTOR. The CONTRACTOR must provide all the information indicated on the form as a condition of processing and payment.

Section 2: This section will be completed by the CONTRACTOR. In this section, the CONTRACTOR shall provide certification with respect to the representations made in Section 1. The certification will be provided in accordance with the Contract Documents.

Section 3: This section must be completed by PSO Staff and/or the PROFESSIONAL designated by PSO. The approval of the PROJECT MANAGER will always be provided. If the PROFESSIONAL is not responsible for the activities to be certified, “N/A” shall be inserted in the designated signature space.

Part II
Exhibit E
Attachment 1 - Application for Payment

APPLICATION AND CERTIFICATE FOR PAYMENT — AIA DOCUMENT G702 — PAGE ONE OF PAGES

TO (OWNER): PROJECT: APPLICATION NO: Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR

PERIOD TO:

FROM (CONTRACTOR): VIA (ARCHITECT): ARCHITECT'S PROJECT NO:

CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE		$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$
5. RETAINAGE		
a. _5___% of Completed Work (Column D + E on G703)	$	
b._____% of Stored Material (Column F on G703)	$	
Total Retainage (Line 5A + 5b or Total in Column I of G703)		$
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)		$
8. CURRENT PAYMENT DUE		$
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$

State of: County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

6F83222.DOCX

Attachment 2 - Application for Payment

CONTINUATION SHEET AIA DOCUMENT G703 PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulation below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for the line items may apply

APPLICATION NUMBER:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G÷C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					

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PART II

EXHIBIT F

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

Note: The General Contractor shall attach this statement to the Application for Final Payment.

KNOW ALL MEN BY THESE PRESENTS that

_____ __
(Name of General Contractors Principal, Officer or Authorized Representative)

the_____ ___
(Title of General Contractors Principal, Officer or Authorized Representative)

of _____ ___
(Name of General Contractor)

whose principal address is
_____ _____
(Address of General Contractor)

on penalty of perjury, hereby affirms that pursuant to the provisions of the contract for

Project No: **1FY26-1**
Project Name**: Site Development for Pasco Sheriff's Office F1RST Complex**

All monies owed all subcontractors and material suppliers have been paid in full and that no outstanding debts or claims against the above Project exist.

ATTEST:

PRINCIPAL, OFFICER or
AUTHORIZED REP.:

_____ _____
WITNESS

_____
WITNESS

STATE OF _____ }

}ss
COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20__ by _____,
Partner (or Agent) on behalf of, a partnership or as individual.

He / She is personally known to me or who has produced _____ as identification.

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

(NOTARY SEAL)

PART II
EXHIBIT G
SUBCONTRACTOR'S WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(Attachment to General Contractor's Application for Payment No. _____)

(PROGRESS PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

_____(Name of Subcontractor Representative),

the _____ (Title of Subcontractor Representative)

of _____(Name of Subcontractor),

the principal address for which is _____, in

consideration of receipt of the sum of $_____, hereby waives its right to claim

against the payment bond for labor, services or materials furnished through _____(insert date) to _____(insert date) for improvements to the following described Pasco Sheriff's Office project:

Project No. 1FY26-1

Project Name: Site Development of Pasco Sheriff's Office F1RST Complex

General Contractor: _____

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Dated:_____ Subcontractor Representative:

_____

_____

PRINT

SUBCONTRACTOR'S WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND

(Attachment to General Contractor's Application for Payment No. _____)
(FINAL PAYMENT)

Note: The General Contractor shall attach this statement to each Application for Payment beginning with the second Application for Payment. This statement is applicable to each subcontractor whose work appeared on the prior Application for Payment for which the General Contractor has been paid.

The undersigned:

_____(Name of Subcontractor Representative),

the _____(Title of Subcontractor Representative)

of _____(Name of Subcontractor),

the principal address for which is _____, in consideration of receipt of the final payment in the sum of $_____, hereby waives its right to claim against the payment bond for labor, services or materials furnished to _____ (insert the name of your customer) for improvements to the following described Pasco Sheriff's Office project:

Project No. 1FY26-1_____

Project Name: Site Development of Pasco Sheriff's Office F1RST Complex

General Contractor: _____

Dated:_____ Subcontractor Representative:

_____

_____

PRINT

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PART II

EXHIBIT H

CHANGE ORDER NO. _____

CONTRACT: 1FY26-1 Site Development for Pasco Sheriff's Office F1RST Complex

(Title)

CONTRACTOR: _____

_____

Proposal NO. 1FY26-1 TASK (if applicable)_____

CONTRACT DATE: _____

(Circle as applicable)

TIME CHANGE EXTRA WORK CREDIT OTHER

The CONTRACTOR is hereby authorized and directed to make the following changes and modifications to the aforesaid Contract in accordance with all requirements applicable thereto.

DESCRIPTION OF CHANGE: COST IMPACT FINAL COMPLETION DAYS

REASON FOR CHANGE:

The initial Contract Price (FINALTOTAL PRICE)

was…….$_____

Net change by previous Change Orders..……$_____

The Contract Price prior to this Change Order was……$_____

The Contract Price will be _____ (increased,

decreased, unchanged) by this Change Order……$_____

The Contract Price including this Change Order ……$_____

The Final Completion Milestone prior to this Change Order: _____

The time for the Final Milestone will be _____ (extended, reduced, unchanged) by _____ ( ) days.

The Final Completion Milestone as of this Change Order: _____

The CONTRACTOR waives any and all claims to additional time extension and/or monetary compensation resulting from these changes and all costs associated with and addressed by this Change Order. Except to the extent expressly modified by this Change Order, the aforesaid Contract and all terms and conditions therein, as amended by all previous Change Orders, is reaffirmed in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, this Change Order No. _____ to _____ has been executed by the parties hereto or by their authorized representatives effective upon the last day indicated below.

Pasco Sheriff's Office	Contractor
By:_____	By:_____
Chris Nocco, Sheriff	Authorized Signature
Date: _____	Title: _____
	Date: _____

STATE OF **}**

COUNTY OF }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or

[ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title]

of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
, a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

PART II

EXHIBIT I

CONSENT OF SURETY TO CHANGE ORDER NO. _____

WHEREAS, the Pasco Sheriff's Office (hereinafter the "PSO"), and _____ _____(hereinafter the "CONTRACTOR"), entered into an Agreement on _____, 20____, in connection with that certain Project known as **Site Development of Pasco Sheriff's Office F1RST Complex**, Proposal No. **1FY26-1**, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to PSO through its Performance and Payment Bond dated _____ _____, 20____, in the sum of $_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the attached Change Order No.____, and agrees that said Change Order shall not relieve the SURETY of any obligations to PSO as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this ___ day of _____, 20___.

SURETY:

_____ By: _____

Witness to All Authorized Signature

_____ By: _____

Witness to All As Attorney in Fact

_____

Agency (Power of Attorney attached)

6F83222.DOCX

NOTARY ACKNOWLEDGMENT

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or

[ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title]

of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
, a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

PART II

EXHIBIT J

Pasco Sheriff's Office

ALLOWANCE AUTHORIZATION RELEASE (AAR)

CONTRACT: **Site Development of Pasco Sheriff's Office F1RST Complex**

AAR No._____

CONTRACTOR:_____ FEMA No. N/A

TASK (if applicable):_____ Proposal No. **1FY26-1**

The CONTRACTOR is hereby authorized and directed to make the following changes to the above contract, in accordance with all applicable requirements. The CONTRACTOR waives any and all other claims to additional time extensions and/or monetary compensation resulting from these changes and all costs associated with and addressed by this AAR.

DESCRIPTION OF ALLOWANCE WORK TO BE PERFORMED	**COST IMPACT**	**DAYS**
	Amount:	**Days:**
Allowance Work included in Contract:	**$**_____	_____
Total of All Previous AARs:	**$**_____	_____
Balance of Allowance Work Available:	**$**_____	_____
Total Allowance Work – This AAR:	**$**_____	_____
Remaining Allowance Work Balance:	**$**_____	_____

Whereupon this AAR No. _____ has been executed by the parties or by their respective authorized representatives effective upon execution by PSO.

CONTRACTOR:

_____ By: _____ [SEAL]

Witness

Name: _____

_____ Title: _____

Witness

Date: _____

Pasco Sheriff's Office

By:_____

Name: _____

Date: _____

PART II

EXHIBIT K

CONSENT OF SURETY TO FINAL PAYMENT

WHEREAS, Pasco Sheriff' Office (hereinafter the "PSO"), and _____

(hereinafter the "CONTRACTOR"), entered into an Agreement on _____

20_____, in connection with that certain Project known as **Site Development of Paso Sheriff's Office F1RST Complex**, Proposal No. **1FY26-1**, FEMA No. N/A; and

WHEREAS, _____ (hereinafter the "SURETY") is bound to PSO through its Performance and Payment Bond dated _____ _____, 20____, in the sum of $_____ in connection with the aforesaid Project and Agreement; and

NOW, THEREFORE, the SURETY, through its authorized representative below, does hereby approve of and consent to the Final Payment by PSO to the CONTRACTOR, and agrees that said Final Payment shall not relieve the SURETY of any obligations to PSO as set forth in either of the aforesaid bonds.

Affirmed under penalty of perjury this ___ day of _____, 20___.

SURETY:

_____ By: _____

Witness to All Authorized Signature

_____ By: _____

Witness to All As Attorney in Fact

_____

Agency (Power of Attorney attached)

NOTARY ACKNOWLEDGMENT

STATE OF }

COUNTY OF }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or

[ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title]

of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
, a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

PART II
CONDITIONS OF THE CONTRACT

B. SPECIAL CONDITIONS

1. **DAMAGE TO PRIVATE PROPERTY**

IF DURING THE COURSE OF THE "WORK" PROVIDED FOR HEREUNDER, THE CONTRACTOR DAMAGES PRIVATE PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING THE DAMAGE AND RESTORING THE PROPERTY OR CORRECTING THE DEFECT UPON THE WRITTEN REQUEST FROM PSO TO CORRECT THE DEFECT OR DAMAGE.

2. E-VERIFY PROGRAM

THE PASCO SHERIFF'S OFFICE IS AN EMPLOYER PARTICIPANT IN THE DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM AND UTILIZES E-VERIFY TO ENSURE ITS EMPLOYEES ARE APPROPRIATELY AUTHORIZED TO WORK IN THE UNITED STATES. AS PART OF ITS COMPLIANCE EFFORTS UNDER THIS PROGRAM, PSO ENCOURAGES ALL CONSULTANTS, CONTRACTORS (AND/OR ITS SUBCONTRACTORS) UNDER CONTRACT WITH OR PERFORMING WORK FOR PSO TO ESTABLISH EMPLOYMENT PROCEDURES THAT ADOPT THE IMAGES PROGRAM BEST PRACTICES AND OTHERWISE ENSURE COMPLIANCE WITH FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION REQUIREMENTS AS PART OF ITS HIRING PRACTICES. THE CONSULTANT OR CONTRACTOR SHALL ALSO INCLUDE THIS REQUIREMENT IN ALL ITS SUBCONSULTANT CONTRACTS INVOLVING PSO WORK. FOR THOSE PSO PROJECTS UTILIZING STATE OF FLORIDA FUNDS, THE REQUIREMENT TO COMPLY WITH EVERIFY WILL BE MANDATORY. PSO RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH PSO AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A PSO RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON PSO AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS INVOLVING STATE FUNDS. IN THE EVENT USE OF E-VERIFY IS MANDATED BY FEDERAL OR STATE LAW, CONTRACTOR SHALL BE COMPLIANT BY THE EFFECTIVE DATE.

STATE FUNDS INVOLVED X (MARK X IF APPLICABLE OR

N/A)

3. CONSTRUCTION SITE RUNOFF, SITE OPERATOR TRAINING
TO ENSURE NPDES COMPLIANCE, THE CONTRACTOR MUST HAVE AND MAINTAIN AT THEIR EXPENSE TRAINING CERTIFICATES ISSUED BY THE FLORIDA STORMWATER EROSION AND SEDIMENT CONTROL INSPECTOR TRAINING PROGRAM OR EQUIVALENT PROGRAM APPROVED BY FDEP FOR ALL INSPECTORS HE/SHE IS PLANNING TO USE TO PROVIDE THE SERVICES CONTRACTED HEREIN. CURRENT COPIES OF CERTIFICATES SHALL BE PROVIDED UPON DEMAND AT ANY TIME DURING THE CONTRACT PERIOD, (IF APPLICABLE).

PART II

CONDITIONS OF THE CONTRACT

C. TECHNICAL SPECIFICATIONS AND PLANS

THE CONTRACTOR WILL COMPLY WITH ALL TECHNICAL SPECIFICATIONS AND PLANS AND ANY ADDENDA PREPARED BY PSO, WHICH TECHNICAL SPECIFICATIONS AND PLANS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS PART OF THE CONTRACT DOCUMENTS. THESE TECHNICAL SPECIFICATIONS AND PLANS HAVE BEEN WRITTEN TO PROVIDE SPECIFIC REQUIREMENTS FOR THE SITE DEVELOPMENT OF PASCO SHERIFF'S OFFICE F1RST COMPLEX PROJECT ONLY.

THE INTENTION OF THE TECHNICAL SPECIFICATIONS AND PLANS IS TO BE COMPLEMENTARY AND SUPPLEMENTARY TO ALL GENERAL AND SPECIAL CONDITIONS IN THESE CONTRACT DOCUMENTS. SHOULD ANY CONFLICTS EXIST BETWEEN THE TECHNICAL SPECIFICATIONS AND THE GENERAL OR SPECIAL CONDITIONS (IF ANY), THE GENERAL CONDITIONS IN PART I OF THE CONTRACT DOCUMENTS SHALL PREVAIL AND CONTROL.

IN PARTICULAR, THE CONTRACTOR SHALL TAKE NOTE OF THE FOLLOWING MODIFICATIONS TO THE TECHNICAL SPECIFICATIONS:

1. ALL REFERENCES TO "OWNER" IN THIS PART II SHALL BE CONTRUED AS REFERRING TO "PSO".

2. THE "ARCHITECT" FOR PURPOSES OF THIS PROJECT WILL BE ACTING AS THE "PROFESSIONAL" AS THAT TERM IS DEFINED IN PART I OF THE CONTRACT DOCUMENTS. PSO WILL ASSIGN A PROJECT MANAGER WHO WILL PERFORM ALL THE DUTIES OF SUCH POSITION AS DEFINED IN THE CONTRACT DOCUMENTS.

3. ALL REFERENCES TO AIA FORMS (SUCH AS FOR A CHANGE ORDER) IN THE TECHNICAL SPECIFICATIONS SHALL BE CONSTRUED AS REFERRING TO THE PSO FORMS INCLUDED IN THE CONTRACT DOCUMENT FOR SUCH PURPOSES.

PART III

PROPOSAL
PASCO SHERIFF'S OFFICE

PROJECT NAME: **Site Development of Pasco Sheriff's Office F1RST Complex**

By signing this Proposal, the undersigned affirms that said Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Proposal for the same purpose, and that this Proposal is in all respects fair, and without collusion or fraud. The undersigned understands that this Proposal must be signed to avoid rejection by the Pasco Sheriff's Office (hereinafter the "PSO").

IN EXECUTING THIS DOCUMENT, THE UNDERSIGNED REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE ASSOCIATED **INSTRUCTIONS TO PROPOSERS (PART I)**, THE **CONDITIONS OF CONTRACT (PART II)**, AND THE **AGREEMENT (PART IV)**, SAID DOCUMENTS AND THEIR RESPECTIVE EXHIBITS AND ATTACHMENTS BEING THE SOLE BASIS UPON WHICH THE PROPOSER MAKES THIS PROPOSAL.

*** * * MUST BE SIGNED IN BLUE OR BLACK INK * * ***

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE GIVEN FOR THIS PROPOSAL TO BE CONSIDERED BY PSO:

1. **General Conditions** Note that this sum represents…… the total of the prices shown in the following Proposal Schedule (page(s) BP 1 - 7). Should the PROPOSER make any errors in determining a line item total or in the summation of the line item totals in said Proposal Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the PSO in determining the Proposal Price of a PROPOSER;

Total Est. Build Time**
_____
(DO NOT LEAVE BLANK)

PLEASE INCLUDE ALL GENERAL CONDITIONS

provided, however, the PSO shall not be liable for any failure to discover such errors:

IN THIS PRICE.

$_____.

(DO NOT LEAVE BLANK)

1A. CREMP Civil

Est. Build Time***

_____

(DO NOT LEAVE BLANK)

Price*:

$_____.

(DO NOT LEAVE BLANK)

1B. Parking Lot Expansion and Access Road

Est. Build Time***

_____

(DO NOT LEAVE BLANK)

Price*:

$_____.

(DO NOT LEAVE BLANK)

1C. MEPHC Civil and Pad Preparation

Est. Build Time***

_____

(DO NOT LEAVE BLANK)

Price*:

$_____.

(DO NOT LEAVE BLANK)

1D. K9 Expansion Civil and Pad Preparation

Est. Build Time***

_____

(DO NOT LEAVE BLANK)

Price*:

$_____.

(DO NOT LEAVE BLANK)

1E. General Site Hardening

Est. Build Time***

_____

(DO NOT LEAVE BLANK)

Price*:

$_____.

(DO NOT LEAVE BLANK)

2. **Indemnification & Other Consideration**

(See GC 6.5.5 & 16.2.3): $ 200.00

3. **Total Proposal Price** (add the dollar amounts stated in the above lines.) $_____

(DO NOT LEAVE BLANK)

4. **Allowances (Article 21 of General Conditions)**

A. **Allowance Work** General Site Work $ NA
(FOR PSO USE ONLY)

B. **Allowance Work** Private Provider Inspections $ Paid by PSO
(FOR PSO USE ONLY)

C. **Other Allowances** $ N/A .

5. **Alternates** (none) $ N/A .

6. **Final Total Proposal Price ***: $_____.
(FOR PSO USE ONLY)

* The dollar amounts shown herein are to be utilized by PSO as a guide to selecting the *best qualified* PROPOSER. PSO reserves the right to award on more than one or none of the Alternates at its sole discretion. The actual total compensation paid PROPOSER for the Project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

** Estimated build time for the entire project should identify time from contract execution to project completion. Do not include initial permit procurement time in this estimate.

*** Estimated build times for individual parts should identify length of time each part is expected to take understanding the sum of the individual parts may not equal the total length of the project due to multiple parts being able to be completed simultaneously.

7. Proposer acknowledges that included in the various items of the proposal, and in the Total Price as indicated above, are costs for complying with the Florida Trench Safety Act.

The Proposer further identifies the cost to be $_____ **[IMPORTANT: this blank to be filled in by the Proposer]**. This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a ***MANDATORY REQUIREMENT*** that the Disclosure Statement be submitted with a proposal.

8. The Total Price quoted above represents the Proposal of the Proposer, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Schedule. PSO may select one or more of any said Alternate(s) relative to determining the best value proposal to fit PSO's needs. The Final Total Price will be computed by PSO to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by PSO. Where an Alternative Schedule is provided, ***A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE MAY RESULT IN REJECTION OF THE PROPOSAL AS NONRESPONSIVE.***

9. Receipt of Addendum No._____ through No._____ is acknowledged.

10. Legal name of the Proposer:_____.

(**This name must match the name on your current W9 Form. The W9 will be requested at the time of award.** Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)

All fictitious names or aliases:_____

11. Local (Pasco County, Florida) business and mailing address of the Proposer: ____

_____

12. Primary business and mailing address of the Proposer:_____

_____

Contractor License No. _____

Federal Employer Identification Number (FEIN): _____.

13. Business phone number of the Proposer: (___)_____; Fax: (_____)_____

14. The Proposer has been operating under the present trade name continuously since: ___ _____.

15. The Proposer represents by execution of this document below that the Proposer will comply fully with all the stipulations included in the Proposal Package.

The above-named Proposer affirms and declares:

A. That the Proposer, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):

_____

_____

B That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:

C. That the Proposer is not in arrears to PSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to PSO except as expressly stated below:

D. That no officer or employee or person whose salary is payable in whole or in part from the PSO is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.

E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

F. That the Proposer has carefully examined the site of the Work and that, based alone upon investigations by the Proposer, the Proposer is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities, whether above or below the surface; (3) all subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.

G. That the Proposer or any officer of the Proposer has not been found guilty of a public entity crime or is on the convicted vendor list as set forth in Sections 287.132 and 287.133, F.S.

H. If claiming to be a local contractor, the Proposer certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the proposal opening date; and (e) provides a copy of their local business tax receipt or evidence of qualification as a business in a neighboring county as listed in the County's Purchasing Ordinance at the time of submittal. Post office boxes shall not be used for the purpose of establishing said physical address.

_____ **Local Business located in Pasco County** (Please put an "X" in the box or mark N/A)

Please provide a copy of your local business tax receipt with your response to this proposal.

If the funding for this project is from state or federal funds, no local vendor preference will be given. This project [X] does [ ] does not use state or federal funding.

16. The individual executing this document, under penalty of perjury, represents that he or she is either the Proposer, or that he or she is of lawful age and has been duly AUTHORIZED to execute this document on behalf of the Proposer. A copy of the document authorizing the signer to sign is included with this Proposal.

IN WITNESS WHEREOF, this Proposal has been signed and sealed as of the date indicated below by the Proposer.

ATTEST: PROPOSER:

_____ BY:_____ (SEAL)
Witness (Authorized signature in ink)

_____ _____
Witness (Printed name of signer)

_____
(Printed title of signer)

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CORPORATE SEAL
(where appropriate)

_____
(Date signed)

THIS PROPOSAL MUST BE SWORN TO OR AFFIRMED BELOW BY THE PERSON SIGNING IT
(see following pages)

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

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BOND NO. _____

PART III

EXHIBIT A

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of _____ _____, with its principal offices in the City of _____ and authorized to do business in the State of Florida, are held and firmly bound unto the Pasco Sheriff's Office (PSO), Pasco County, Florida, in the full and just sum of **FIVE PERCENT (5%) OF THE TOTAL PROPOSAL PRICE** in good and lawful money of the United States of America, to be paid upon demand of PSO and to which payment, will and truly to be made, we bind ourselves, heirs, executors, administrators, successors, and assignees, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Proposal to the Pasco Sheriff's Office for the purpose of

Site Development of Pasco Sheriff's Office F1RST Complex

for the Pasco Sheriff's Office, designated as Proposal No. **1FY26-1**; and

WHEREAS, the Principal desires to file this Proposal Bond in accordance with law, in lieu of an acceptable check otherwise required to accompany the Proposal;

NOW THEREFORE, the conditions of this Proposal Bond are such that if the Proposal is accepted by PSO and if the Principal, within ten (10) days after written Notice of Selected Proposer, (a) executes a written contract in the form and manner required by PSO, in accordance with the Proposal, and upon the terms, conditions and price(s) set forth therein and (b) executes any Performance Bond and/or Payment Bond required by the Proposal; valued in the amount(s) specified therein; and in a form and with sureties satisfactory to PSO, or furnishes an alternate form of security acceptable to PSO and (c) submits certificates of insurance in the manner specified in the Contract Documents, with companies acceptable to PSO, and in such amounts as required by the Contract Documents; then this Proposal Bond is void. Otherwise, this Proposal Bond remains in full force and effect and the Surety shall immediately pay to PSO, upon demand, the amount secured by this Proposal Bond in good and lawful money of the United States of America, upon failure of the Principal to comply with any and all of the foregoing requirements within the time specified above.

THIS BOND DATED THIS _____ DAY OF_____, 20__.

ATTEST: PRINCIPAL: (SEAL)

BY: _____ By:_____

Name:_____ Name:_____

Title: _____ Title: _____

_____
Witness

_____
Witness

-OR-

_____ BY: _____(SEAL)

Witness As Attorney in Fact (Attach Power)

_____ _____

Witness Printed Name

_____

Business Address

( ) _____

Business Telephone

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title]

of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____

Signature of person taking acknowledgment

_____

Name typed, printed or stamped

_____

Title or rank

_____

Serial number (if any)

ATTEST: SURETY: _____

Printed Name

_____

Business Address

_____ BY: _____

(SEAL) Authorized Signature

Witness

_____ _____

Witness Printed Name

-OR-

BY: _____

(SEAL)

Witness — As Attorney in Fact (Attach Power)

_____ _____

Witness — Printed Name

_____

License Number of Agent

COUNTERSIGNED (if applicable):

_____ _____

Signed — Agency Name

_____( ) _____

Agent's License No Telephone — Agency Mailing Address

( ) _____

Agency Telephone No.

( ) _____

Agency Fax No.

NOTARY ACKNOWLEDGMENT

STATE OF **}**

} ss

COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or

[ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title]

of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

FOR AN INDIVIDUAL ACTING AS PRINCIPAL BY AN ATTORNEY IN FACT:

[Name] , as attorney in fact.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____

Signature of person taking acknowledgment

_____

Name typed, printed or stamped

_____

Title or rank

_____

Serial number (if any)

PART III

EXHIBIT B

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the Proposer and in that capacity commits the Proposer to the following in the performance of the work in the event that the subject contract is awarded to and executed by said Proposer.

1. The Proposer acknowledges the Florida Trench Safety Act and the requirements established herein.
2. The Proposer further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
3. The Proposer, as Contractor, shall comply with all applicable excavation/trench safety standards.
4. The Contractor shall consider the geotechnical information available from the PSO, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is *solely responsible* for the selection of the data on which it relies in designing said safety system, as well as for the system itself.
5. The amount the Proposer has set forth in Item 7 of page BP-2 includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF,SY)	Unit Cost	Extended Cost
A. _____	_____	_____	$_____	$_____
B. _____	_____	_____	$_____	$_____
C. _____	_____	_____	$_____	$_____
D. _____	_____	_____	$_____	$_____
			TOTAL	**$**_____

6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does *not* constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the PSO (except as may otherwise be provided), which are necessary to so comply.

7. Acceptance of the contract to which this certification and disclosure applies in no way represents that the PSO or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Proposer, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

_____
Authorized Signature

_____
Typed name of Contractor

_____
Date

PART III

EXHIBIT C

CONFLICT OF INTEREST

MANDATORY

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Pasco Sheriff's Office. Further, all Proposers must disclose the name of any Pasco Sheriff's Office employee who owns, directly or indirectly, an interest of ten (10) percent or more in the Proposer's firm or any of its branches.

Name	Conflict
_____	_____
_____	_____
_____	_____

The undersigned, under penalty of perjury, claiming authority to act for the Proposer named below, does hereby certify on behalf of the Proposer that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same WORK, MATERIALS, supplies, or EQUIPMENT; that it is in all respects fair and without collusion or fraud; and that the Proposer agrees to abide by all conditions of this Proposal.

_____ By: _____

Name of Proposer

Name: _____

Title: _____

Date: _____

PART III

EXHIBIT D

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

On behalf of the Proposer named below, I am authorized, and do hereby certify, under penalty of perjury, that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharge activity from the construction site identified as part of this certification.

Furthermore, I am authorized, and hereby certify, that the Proposer will hold the PASCO SHERIFF'S OFFICE harmless for any and all violations of the General NPDES Permit conditions and the Storm Water Pollution Prevention Control Plan in connection with this Project.

_____ By:_____

Name of Proposer

Name:_____

Title:_____

Date:_____

STATE OF _____ }

}ss

COUNTY OF _____ }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20__ by _____, _____ _____ of _____, a _____ corporation, on behalf of the corporation or limited liability corporation. He / She is personally known to me or who has produced _____ as identification.

_____

Signature of person taking acknowledgment

_____

6F83222.DOCX

Name typed, printed or stamped

(NOTARY SEAL)

Title or rank

Serial number (if any)

PART III

EXHIBIT E

CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

In order to determine the best value Proposer for this project, Pasco Sheriff's Office (PSO) mandates that the selected Proposer provide the following survey. **THE FAILURE OF A PROPOSER TO PROVIDE TIMELY ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING THAT THE PROPOSER IS NOT RESPONSIBLE. PSO MAY RELY ON THIS INFORMATION IN AWARDING THE CONTRACT FOR THIS PROJECT, THEREFORE, ANY MATERIALLY FALSE, MISLEADING, OR INCOMPLETE INFORMATION SUBMITTED BY A PROPOSER MAY BE GROUNDS FOR REJECTION OF A PROPOSAL OR REVOCATION OF AN AWARDED PROPOSAL IF THE MATERIAL FALSITY, MISLEADING NATURE, OR INCOMPLETENESS OF THE INFORMATION SUBMITTED IS DISCOVERED BEFORE PSO'S APPROVAL OF THE CONTRACT, OR FOR THE TERMINATION OF THE CONTRACT FOR CAUSE IF DISCOVERED AFTER PSO APPROVAL OF THE CONTRACT.** Any questions concerning the requested information may be directed to the Pasco Sheriff's Office Purchasing Manager.

Information and Documents to be provided

1. List all projects on which the Proposer has worked in the last two (2) years. Please include, for each project, the job location, the cost and/or contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety.

2. List all projects for which the Proposer is currently under contract. Please include, for each project, the job location, the cost/contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety. Also indicate whether the Proposer is the prime contractor on the project, and whether all subcontractors have been paid to date in a timely fashion.

3. Provide a copy of the current resume of the project manager and full-time job superintendent for the Proposer who will be used on this project for PSO, if the contract is awarded to the Proposer.

4. Provide a critical path management plan within ten days of Notice to Proceed or date of pre-construction meeting whichever is later detailing the approach the Proposer anticipates taking towards this project for PSO.

5. Provide a copy of a balance sheet and income statement for the most recent quarterly period of the fiscal year of the Proposer.

PART IV

AGREEMENT

THIS AGREEMENT is made and entered into by and between the PASCO SHERIFF'S OFFICE, hereinafter called PSO, and hereinafter called the CONTRACTOR, whose business address is_____.

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. The CONTRACTOR shall provide to PSO, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for*:* **Site Development of Pasco Sheriff's Office F1RST Complex, Proposal No.: 1FY26-1**

2. The CONTRACTOR shall complete the Work to be performed under this Agreement within _____ calendar days (the initial Contract Time) from the date of the Notice To Proceed issued by PSO.

3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, _____ calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.

4. **Time is of the essence for this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to PSO. This Project has certain various critical milestones to be met.

5. **Liquidated damages shall apply to compensate for delays.** The parties acknowledge and agree that the damages to PSO associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of **$500 per day** per diem**,** bears a reasonable relationship to the actual damages which the PSO would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the Project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed upon Work Schedule or in this Agreement, up to and including that for Final Completion, therefore, shall entitle the PSO to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

6. This Agreement includes and incorporates by reference all Contract Documents,

as the term Contract Documents is defined within Article 1 of the General Conditions found in Conditions of the Contract (Part II).

7. The total Contract Price for the full and complete performance by Contractor of all Work required by the Contract Documents shall not exceed **$**_____ unless otherwise modified as provided herein. The total Contract Price includes **$100.00** for Indemnification, **$100.00** for termination for convenience, **$0.00** for Allowance Work, and **$** N/A for Alternates. Payment shall be made not more often than once per month and in accordance with the Contract Documents.

8. During the performance of this Agreement, the CONTRACTOR herein assures the PSO that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the PSO that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

9. The CONTRACTOR shall furnish to the PSO (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

10. The PSO and the CONTRACTOR acknowledge the acceptance from the Proposal (Part III) of the following Alternate(s).

No. N/A _____ No._____ No._____ No._____

No. _____ No._____ No._____ No._____

The PSO and the CONTRACTOR acknowledge that the corresponding price as shown in the Proposal (Part III) for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 5 above.

11. The PSO and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1, Part II and made a part of this Agreement.

12. The funding required for this Project is contingent upon the availability of sufficient appropriated funds. This project is funded by [X] state [ ] federal appropriated funding.

13. This Agreement and any changes hereto shall constitute the entire agreement between CONTRACTOR and PSO relating to Work. This Agreement supersedes all previous or contemporary representations or warranties of PSO or CONTRACTOR not set forth or referenced in the Contract Documents.

14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the PSO unless in writing and executed by the SHERIFF.

15. Waiver by the PSO of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.

16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the PSO with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the PSO theretofore accrued.

17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind PSO or to assume or to create any obligation expressed or implied on behalf of the PSO.

19. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.

20. The parties agree that if any part, term or provision of this Agreement is held

to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last day written below (proposal award date for the Project subject thereto).

Pasco Sheriff's Office	Contractor
By:_____	By:_____
Chris Nocco, Sheriff	Authorized Signature
Date: _____	Title: _____
	Date: _____

NOTARY ACKNOWLEDGMENT

STATE OF **}**
} ss
COUNTY OF **}**

The foregoing instrument was acknowledged before me by means of [ ] physical presence or
[ ] online notarization on this _____ day of _____, 20___, by *[as applicable, complete one of the choices below]*:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] , who executed the foregoing instrument as [Title] of [Corporation or Company Name] , a [check one] [ ] corporation [ ] limited liability company, organized under the laws of [State] , and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership] , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

_____
Signature of person taking acknowledgment

_____
Name typed, printed or stamped

_____
Title or rank

_____
Serial number (if any)

PART V

RFP OPENING DOCUMENT

PASCO SHERIFF'S OFFICE			
RFP: 1FY26-1 **Title: SITE DEVELOPMENT OF THE PASCO SHERIFF'S OFFICE F1RST COMPLEX IN LAND O LAKES, FLORIDA** **Date and Time:**			
Company Name	**Electronic submission sealed via EUNA bids/ Demandstar. Electronic submission via Demandstar to include- entire response ONE (1) COMPLETE & ONE (1) REDACTED**	**Mailed or delivered submission must include- Five (5) bound copies of each response (one (1) original and four (4) copies) and electronic copies (1) original and (1) redacted copy**	**Price**

PART V

RFP SCORE CARD

PASCO SHERIFF OFFICE VENDOR SCORECARD TEMPLATE

RFP #: 1FY26-1 SITE DEVELOPMENT

Vendor Name: **Evaluator:**

A. Proposer Qualifications (Up to 30 Total Points)			
1. Reputation, judgement, experience of the Proposer and Proposer's project team (10 Points)	**Up to 10 Points**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Points will be awarded consistent with the combined quality of the proposer's background, staffing and experience. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section.	
2. Past Performance of Similar Projects (Up to 10 Points)	**Up to 10 Points**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	The quality and performance/quality of previous similar projects. Evaluation of performance/quality includes evaluation of construction/project quality and whether Proposer finished prior projects within the stated time frame/budget. Pasco Sheriff's Office reserves the right to contact References provided by Proposer and/or current job contacts in its evaluation under this Section. In the event Pasco Sheriff's Office has utilized services from the Proposer within the last 3 years, PSO may also rely upon PSO's past experience in the rating of this section.	
3. Local Builder (total 10 points)	**Yes (10 pts)**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Local builder is defined as operating principally or having Proposer's main office in Pasco County. Proposers with principal place of business within Pasco County are eligible. Must provide tax receipt for eligibility (if the funding for this project is from state or federal funds, no local vendor preference will be given). This project [X] does [ ] does not use state or federal funding.	
B. Proposal Quality (Up to 15 Total Points)			
1. Responsiveness of Submittal (Up to 12 points)	**Up to 12 Points**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Review of all requested information within the RFP specifications. This includes Contractor's Qualifications Statement A305- 2020 form (up to 2 points), A305- 2020 exhibits A-D (up to 8 points) and proposal completed (up to 2 points).	
2. References (Up to 3 points)	**Up to 3 Points**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Proposer to provide three (3) references for the most recent projects of similar size completed by Proposer. Proposer shall include contact names, company names, phone numbers, date of recent project completion, and total contract amount.	
C. Time Frame/ Project Schedule (Up to 25 total points)			
1. Provide Schedule Overview for the Project (Up to 20 pts)	**Up to 20 Points**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Assume that the parties will be in contract by July 31, 2026. At a minimum, provide the following proposed timelines and plans for date of project commencement and of substantial completion (up to 20 points).	
2. Estimated Schedule of payments by month for the project. (Up to 5 pts)	**Up to 5 Points**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Provide an estimated schedule of payments by month of construction for the project. During each month, Proposer should provide an estimate for site development billed work performed during that timeframe. Proposer may identify specific months (April, May, June, etc.) or use generic identifiers (Month 1, Month 2, Month 3, etc.), (up to 5 points).	
D. Price			
1. Price	**Price Factor**	**BASIS FOR SCORE**	**Evaluator Comments**
Score	0.0	Price proposals will be combined and averaged. The average of the submitted proposal prices will be divided by the proposal amount and then multiplied by 30 to get to the final value.	
Total Score	**0.0**		