

# NOTICE OF AWARD

Dated: \_\_\_\_\_

TO: \_\_\_\_\_  
Apparent Successful Bidder

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Fellsmere**

PROJECT: South Regional Lake – Phase 1

CONTRACT FOR: \_\_\_\_\_  
(Insert name of Contract as it appears in the Bidding Documents)

**YOU HEREBY ARE NOTIFIED** that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for South Regional Lake – Phase 1.

The Contract Price of your contract is: \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

3 copies of the proposed Contract Documents, except Drawings, accompany this Notice of Award. 3 sets of the Drawings will be delivered separately/otherwise made available to you immediately.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award (by \_\_\_\_\_): (1) three (3) fully executed counterparts of the Agreement including all Contract Documents, including triplicate sets of Drawings, with each of the Contract Documents and Drawings bearing your signature on the cover page; (2) the Contract Security (Bonds) specified in the Instructions to Bidders and (3) Certificates of Insurance as required by the General and Supplemental Conditions. If you fail to comply with these conditions precedent in any respect, the City may in its sole discretion consider all your rights arising from acceptance of your bid as abandoned and forfeited and award the contract to another bidder, re-advertise, or make such other disposition as it sees fit.

After the Agreement is signed and bonds and certificates of insurance have been accepted by the City, one (1) copy will be sent to you. You will be given an official Notice to Proceed. Work should not begin until you receive this notice. Contract time will begin the day you receive the Notice to Proceed. Construction must begin not later than ten days after your receive the Notice to Proceed.

City of Fellsmere

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

## ACCEPTANCE OF NOTICE

Receipt of this Notice of Award is acknowledged on \_\_\_\_\_.

Apparent Successful Bidder: \_\_\_\_\_, By: \_\_\_\_\_  
Title

# NOTICE TO PROCEED

To: \_\_\_\_\_  
Name of Contractor

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE IS HEREBY GIVEN to proceed with work to be performed under your contract with the City of Fellsmere for construction of South Regional Lake – Phase 1.

Contract time will start the day after you receive this notice. Construction work must begin not later than ten calendar days after receipt of this notice.

Dated: \_\_\_\_\_

City of Fellsmere

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

\_\_\_\_\_  
Print Name and Title

## ACCEPTANCE OF NOTICE TO PROCEED

Receipt of this Notice to Proceed is acknowledged on \_\_\_\_\_.

Contractor: \_\_\_\_\_, By: \_\_\_\_\_  
Signature and Title

# CONTRACT

IN CONSIDERATION OF the mutual promises, covenants and conditions contained herein this agreement is made on \_\_\_\_\_ (date), by and between the City of Fellsmere, a municipal corporation of Indian River County in the State of Florida (hereinafter referred to as *City*), and \_\_\_\_\_ of \_\_\_\_\_ (address), \_\_\_\_\_ (City), \_\_\_\_\_ County, \_\_\_\_\_ (state), duly licensed as a contractor in \_\_\_\_\_ (state), holding currently valid Contractor's License no. \_\_\_\_\_, (hereinafter referred to as *Contractor*), effective as hereinafter set forth.

1.0 The Work. Contractor shall furnish, except as otherwise provided, at contractor's own cost and expense, all labor, services, material and work for the construction and completion of the work to be done under this contract (hereinafter referred to as *the Work*), which is generally described as follows:

Provide materials, machinery, equipment, labor and utilities to construct the South Regional Lake – Phase 1, a stormwater park, including but not limited to: earthwork, subgrade, base, surface course, drainage structures and pipes, and ancillaries needed to complete the specified construction (hereinafter referred to as *Project*).

Contractor will construct and complete the Work in a thorough, skillful and substantial manner in every respect to the satisfaction and approval of Culpepper & Terpening, Inc. located at 2980 South 25<sup>th</sup> Street, Ft. Pierce, Florida 34981 [hereinafter referred to as *the CEI*], within the time specified in this contract and in strict accordance with the instructions and information contained in the Notice to Bidders, Instructions to Bidders, Bid Forms, this contract, any performance or other surety bond and the drawings and specifications, including all addenda incorporated in any of the above-mentioned documents before the execution of this contract. All of the above documents are made a part of this contract and form the *Contract Document* as fully as if set forth at length herein.

1.2. Contractor shall execute work shown on the drawings even though not particularly described in specifications and all work described in the specifications even though not shown on the drawings. Contractor shall furnish everything necessary for the proper and complete execution of the work even though express reference to any detail of it is omitted from either the drawings or specifications.

2.0 City Design Representative. The CEI shall act as City's representative, assume all duties and responsibilities and have the rights and authority assigned to the Designer or CEI in the Contract Documents with respect to completion of the Work in accordance with the Contract Documents.

3.0 Contract Time. All of the Work shall be completed for the entire Project and ready for final payment within \_\_\_\_\_ calendar days from the date when Contract Time commences to run. The parties recognize that time is of the essence with respect to this Agreement and the Work. Failure to timely complete the Work as provided herein shall subject the Contractor to the Liquidated Damages provision which is set forth in Article G. of the

## CONTRACT

Supplemental Conditions. The construction of the Work shall commence no later than ten (10) days after the date for commencement in the Notice to Proceed.

### 4.0 Drawings And Specifications.

4.1. The Contract Documents, which comprise the entire agreement between City and Contractor concerning the Work, are set forth in the attached Exhibit "A." There are no other Contract Documents other than those set forth on Exhibit "A" Contract Documents may be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

4.2. Any copies of the drawings and specifications that are reasonably required for the execution of the work will be furnished to contractor free of charge, unless otherwise provided.

4.3. Contractor shall keep him/her/itself supplied with the latest issues of all drawings and specifications and shall keep one copy of the same at the site of the work in good order available to CEI.

4.4. The drawings and specifications, and any copies of the drawings and specifications, are and shall remain the property of City and shall not be reused on other work by contractor. These documents shall be delivered to the CEI at the completion of the work, or earlier if required.

4.5. City shall promptly furnish contractor with any additional instructions, by means of drawings or otherwise, as are required to proceed with the Work. All such drawings and instructions shall be consistent with, and reasonably inferable from, the contract. The Work shall be executed in conformity with these instructions. Contractor shall do no work without proper drawings and instructions.

5.0 Contract Price; Compensation. In addition to the extra charges expressly mentioned and provided for herein, City shall pay and Contractor shall receive the prices stipulated in the proposal attached to this contract as Exhibit "B" as full and complete compensation for everything furnished and done by Contractor under this contract, including loss or damage arising out of the Work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the Work; for all risks of every description associated with the Work; for all expenses incurred due to the suspension or discontinuance of the Work; and for well and faithfully completing the Work as provided in this Agreement.

### 6.0 Method Of Payment.

6.1 Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by CEI as provided in the General Conditions.

6.2 Progress Payments. City shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payments as recommended by CEI, on or about the 10th day of each month, during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in

## CONTRACT

paragraphs 2.05 and 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Partial and final release of liens satisfactory to the City and CEI demonstrating that the previously paid monies have been used to satisfy all cost incurred in the performance of the work shall be required with each pay request. (Submit application to the Designer by the 25<sup>th</sup> of preceding month)

6.2.1. Prior to Final Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as CEI determines, or City may withhold, in accordance with paragraph 14.02.B.5. of the General Conditions;

90% of Work completed, and  
90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to City as provided in paragraph 14.02 of the General Conditions).

6.3. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, City shall pay the remainder of the Contract Price as recommended by the CEI as provided in said paragraph 14.07.C.

6.4 The monies due hereunder shall not bear interest.

7.0. Contractor's Representations. As an inducement for City to enter into this Agreement Contractor makes the following representations:

7.1. Contractor has familiarized itself with the nature and extent of the Contract Documents, the Work, site, locality, and all other local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2. Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, which are identified in the Supplemental Conditions as provided in paragraph 2.05 of the General Conditions.

7.3. Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4. Contractor has reviewed and checked all information and data shown or indicated on the

**CONTRACT**

Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.

7.5. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6. Contractor has given the CEI written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by CEI is acceptable to Contractor.

8.0 Notice. Notice shall be given as provided in Article 17 of the General Conditions. The addresses of City, Contractor and the CEI for the purpose of giving notice are as follows:

City of Fellsmere:  
Community Development Director  
City of Fellsmere  
22 South Orange Street  
Fellsmere FL 32948-6714  
Facsimile: (772) 636-6315  
Email: cdd@cityoffellsmere.org

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Designer:  
Sean Greene  
Masteller & Moler, Inc.  
1655 27<sup>th</sup> Street  
Vero Beach , FL 32960  
Facsimile: (772) ??????????????????  
Email:sgreene@??

9.0 Archeological Requirements. If any archeological remains are discovered during ground disturbance or construction, work shall cease immediately and the City of Fellsmere and the Florida Division of Historic Resources shall be contracted immediately to determine what further action, if any, will be necessary to comply with Section 106 of the National

## CONTRACT

Historic Preservation Act.

### 10.0 Public Records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 22 SOUTH ORANGE STREET, FELLSMERE, FLORIDA 32948 (772) 646-6301 CITYCLERK@CITYOFFELLSMERE.ORG.

10.1 Requirements. The Contractor shall comply with Florida public records law, specifically to:

10.1.1 Keep and maintain public records required by the City to perform the service.

10.1.2 Upon request from the City's custodian of public records, provide the City 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 in Section 119.07 F.S., as amended, or as otherwise provided by law.

10.1.3 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 the Contractor does not transfer the records to the City.

10.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

10.2 Requests. Requests for public records shall be processed as follows:

10.2.1 If Contractor receives a request to inspect or copy public records relating to the City's contract with the Contractor, the Contractor shall advise the requesting party that the request must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

10.2.2 If the Contractor does not comply with the City's request for the records, such refusal to comply shall constitute grounds for immediate cancellation of this contract at the sole discretion of the City.

## CONTRACT

10.2.3 Should the Contractor fail to provide the public records to the City within a reasonable time the Contractor may be subject to penalties under Section 119.10 F.S.

10.3 Enforcement. Enforcement of requests for public records by civil action will be processed as follows:

10.3.1 If a civil action is filed against the Contractor to compel production of public records relating to the City's contract for services, the Court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorneys' fees, if:

- (a) The Court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the City and to the Contractor.

10.3.2 A notice complies with subparagraph 17.03.1(b) if is sent to the City's custodian of public records and to the Contractor at the Contractor's address listed in this contract or to the Contractor's registered agent. Such notice must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

10.3.3 A Contractor who complies with public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

11.0 Execution. City and Contractor each binds itself, and as the case may be, its partners, its permitted successors and assigns, and its legal representatives to the other party hereto and to that parties' partners, permitted successors and assigns, and legal representatives with respect to all covenants, agreements and obligations contained in the Contract Documents. If not otherwise specifically set forth, this Agreement shall be effective on the date of the last of the parties to sign.



**CONTRACT**

IN WITNESS WHEREOF, each party to this Contract has caused it to be executed in triplicate at \_\_\_\_\_ (*place of execution*) on the date(s) indicated below. This Contract will be effective on \_\_\_\_\_.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

City of Fellsmere

Contractor: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_(name of person) as \_\_\_\_\_(type of authority, . . . e.g. officer, trustee, attorney in fact) for \_\_\_\_\_(name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public - State of Florida  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

# CONTRACT

## EXHIBIT "A"

### CONTRACTORS DOCUMENTS

#### OUTLINE

##### Bid package

- Invitation to Bid
- Instructions to Bidders
- Bid Form, including Schedule of Bid Prices
- Information Required of Bidders
- Bid Bond Form
- Statement on Public Entity Crimes
- Certification of E-Verify
- Trench Safety Act

##### Contract Forms

- Notice of Award
- Notice to Proceed
- Contract
- Performance Bond
- Payment Bond
- Request for Payment
- Substantial Completion
- Change Order
- Final Payment
- Contractor's Final Certification of Work

##### General Conditions

##### Supplemental Conditions

##### Technical Specifications

**CONTRACT**

**EXHIBIT "B"**

**ATTACHMENT "A"**  
**CITY OF FELLSMERE**  
**SOUTH REGIONAL LAKE**  
**CIVIL PLAN IMPROVEMENTS**

ITEM No.	ITEM DESCRIPTION	ITEM QUAN.	ITEM UNIT	UNIT PRICE	TOTAL PRICE
<b>ADMINISTRATION</b>					
1	Mobilization	1	L.S.		
2	Survey Staking (Including Wetland Flagging)	1	L.S.		
3	As-Builts	1	L.S.		
4	Performance and Payment Bond	1	L.S.		
<b>ADMINISTRATION SUB-TOTAL =</b>					
<b>PRIMARY BID AREA</b>					
1	Maintenance of Traffic	1	L.S.		
2	Prevention, Control, and Abatement of Erosion and Water Pollution (Incl. N.P.D.E.S. Permit)	1	L.S.		
4	Clearing & Grubbing	14.0	ACRE		
5	Removal of 12" DBH Tree or Smaller - See Note 1	0	EACH		
6	Removal of 13" -24" DBH Tree - See Note 1	0	EACH		
7	Removal of 25" -36" DBH Tree - See Note 1	0	EACH		
8	Removal of Palm Tree	0	EACH		
9	Excavation	75,000	C.Y.		
10	Haul Excess Fill and Stockpile Within Two Miles (Note 1)	60,000	C.Y.		
11	Fill On-Site Berms and Stockpiles	15,000	C.Y.		
12	Grading, Compacting and Shaping All Earthwork	18.25	ACRE		
20	Sodding (Bahia)	39,000	S.Y.		
	Type 'C' Inlet Structures	2	EACH		
21	Type 'D' By-Pass Structure	1	EACH		
22	Type 'H' Drainage Outfall Structure	1	EACH		
	15" HDPE	116	L.F.		
24	36" HDPE	88	L.F.		
25	48" HDPE	210	L.F.		
26	60" HDPE	160	L.F.		
27	Diversion Structure (Flashboard Riser w/ 40 LF of 60" CAP)	1	L.S.		
28	Bank Protection Rip-Rap	70	C.Y.		
	Toe Boulders	20	C.Y.		
29	Wetland Signage	55	EACH		
	Wetland Plantings	3,719	S.Y.		
<b>PRIMARY BID AREA SUB-TOTAL =</b>					

ITEM No.	ITEM DESCRIPTION	ITEM QUAN.	ITEM UNIT	UNIT PRICE	TOTAL PRICE
<b>BID ALTERNATE 1</b>					
	Survey Staking (Including Wetland Flagging)	1	L.S.		
	Prevention, Control, and Abatement of Erosion and Water Pollution (Additional Area)	1	L.S.		
4	Clearing & Grubbing	11.50	ACRE		
9	Excavation	105,000	C.Y.		
10	Haul Excess Fill and Stockpile Within Two Miles (Note 1)	101,000	C.Y.		
11	Fill On-Site Berms and Stockpiles	4,000	C.Y.		
12	Grading, Compacting and Shaping All Earthwork	0.00	ACRE		
13	12" Stabilized Subgrade	950	S.Y.		
14	R1-1 Stop Sign, 30"	1	EACH		
15	6" Thick Concrete Pavement (HC Space)	38	S.Y.		
18	Handicap Striping, Symbols and Signage (Per Space)	1	EACH		
20	Sodding (Bahia)	39,000	S.Y.		
26	60" HDPE	160	L.F.		
	Wetland Plantings	2,272	S.Y.		
	As-buits (Additional Area)		L.S.		
<b>BID ALTERNATE 1 SUB-TOTAL =</b>					
<b>GRAND TOTAL BID PRICE =</b>					

Abbreviations:

- L.S. = Lump Sum
- C.Y. = Cubic Yard
- S.Y. = Square Yard
- L.F. = Linear Foot
- Temp. = Temporary

General: The Contractor shall furnish all labor, superintendence, material, plant, power, light, fuel, water, tools, appliances, equipment, supplies, transportation, and other means of construction for properly performing the work.

Notes:

1. DBH is the diameter of the trunk of tree measured 4' above the ground. Tree size may have changed since the survey. Payment will be based on the current size verified by engineer if differing from survey.
2. Unsuitable material shall not be used for fill and must be removed from site. Suitable materials from excavation may be used for embankment construction in accordance with FDOT Index 505.
3. Provide unit price for un-anticipated imported fill.
4. Each mitered end or flare end includes a length of the respective pipe type per FDOT standards (i.e., 12" 2:1 A.S.C.P. mitered end includes 4 L.F. of 12" A.S.C.P., 15" 2:1 R.C.P. mitered end includes 5 L.F. of 15" R.C.P., etc.). The length of pipe included for each mitered end (or flare end) is not included in the pipe length quantities (Drainage Items 7 - 14).
5. Materials testing to be contracted through Owner. Owner will pay for first test of materials. Any additional testing required as a result of a failed test shall be paid for by the Contractor.

# PERFORMANCE BOND

Bond No. \_\_\_\_\_

## CITY OF FELLSMERE PROJECT: SOUTH REGIONAL LAKE – PHASE 1

### KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Fellsmere in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated \_\_\_\_\_ and entered into between the Principal and the City of Fellsmere, Florida, for: Provide materials, machinery, equipment, labor and utilities to construct the South Regional Lake – 1, a stormwater park, including but not limited to: earthwork, subgrade, base, surface course, drainage structures and pipes, and ancillaries needed to complete the specified construction.

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and its obligations thereunder, including all of the Contract Documents (that include, without limitation, the Advertisement for or Bids, Instructions to Bidders, Proposal, the Bid, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Supplemental Conditions, Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Fellsmere against and from all attorneys' fees, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringement on the part of said Principal, its agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Fellsmere any difference between the sum that the City of Fellsmere may be obliged to pay for the completion of said work, by Contract or otherwise, attorneys' fees, and any damages, whether direct, indirect, or consequential, which the City of Fellsmere may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Fellsmere against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the City of Fellsmere may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time,

# PERFORMANCE BOND

alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

AND, if the City of Fellsmere is required to initiate legal proceedings to recover on this bond, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, at trial and all appellate levels of court.

AND, Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Fellsmere.

## I. TO BE EXECUTED BY PRINCIPAL

Signed, sealed and delivered in the presence of:

### When Principal is an Individual:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

### When Principal is a Sole Proprietorship or Operates under a Trade Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Proprietor/Signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Proprietor/Signer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

# PERFORMANCE BOND

When Principal is a Partnership:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address

By: \_\_\_\_\_ (Seal)  
Signature of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Partner

\_\_\_\_\_  
Address

When Principal is a Corporation:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Corporation

(Affix Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Official Title

Certificate as to Corporate Principal: I \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation: that I know his/her signature, and her/his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for an on behalf of Said corporation by authority of its governing body.

Secretary \_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT AS TO PRINCIPAL

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, . . . e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name of Notary Public

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

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



# PERFORMANCE BOND

## II. TO BE EXECUTED BY CORPORATE SURETY:

Attest:

\_\_\_\_\_  
Secretary

(Affix Corporate Seal)

\_\_\_\_\_  
Name of Local Agency

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Business Address

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

\_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Business Address

Inquiries: ( ) \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_, to me well known, who being first duly sworn, says that he is the attorney-in-fact for the \_\_\_\_\_ Insurance Company, to execute the foregoing bond on behalf of the CONTRACTOR named therein favor of the City of Fellsmere, Florida. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

# PAYMENT BOND

Bond No. \_\_\_\_\_

## CITY OF FELLSMERE PROJECT: SOUTH REGIONAL LAKE – PHASE 1

### KNOW ALL MEN BY THESE PRESENTS:

That we \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Fellsmere in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of said sum we bind ourselves and our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the \_\_\_\_\_ of \_\_\_\_\_ entered into between the Principal and the City of Fellsmere, Florida, for: Provide materials, machinery, equipment, labor and utilities to construct the South Regional Lake – 1, a stormwater park, including but not limited to: earthwork, subgrade, base, surface course, drainage structures and pipes, and ancillaries needed to complete the specified construction.

A copy of said Contract is incorporated herein by reference and is made a part hereof as if fully set forth herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the Principal shall promptly make payments to all claimants, as hereinbelow defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

- A. A *claimant* is as any person supplying the Principal with labor, material and supplies, used directly or indirectly by said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 713.01 of the Florida Statutes.
- B. The provisions of Section 255.05 of the Florida Statute shall apply.

The above-named Principal and Surety hereby jointly and severally agree with the City of Fellsmere that every claimant, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any attorneys' fees, costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contract with the Principal, shall within:
  - (a) forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal and Surety with a notice that the claimant intends to look to this bond for protection; and
  - (b) ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal and Surety written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.
2. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for Indian River County, Florida, or in the United States District Court for the Southern District of Florida, and not elsewhere.

# PAYMENT BOND

The Principal and the Surety jointly and severally, shall repay the City of Fellsmere any sum which it may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract, including its attorneys' fees and costs.

The Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or to the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work, or to the Specifications.

The Surety represents and warrants to the City of Fellsmere that it has a Best's Key Rating Guide, General Policyholder's rating of "A" and Financial Size Category of Class "X".

Principal and Surety jointly and severally covenant and agree that this Bond will continue and remain in full force and effect for a period of one year commencing on the date of Substantial Completion as established on the Certificate of Substantial Completion issued by the City of Fellsmere.

IN WITNESS WHEREOF, the above parties executed this instrument under their Several Seals, this \_\_\_\_\_ day of \_\_\_\_\_, the name and seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

## I. TO BE EXECUTED BY PRINCIPAL

Signed, sealed and delivered in the presence of:

### When Principal is an Individual:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

### When Principal is a Sole Proprietorship or Operates under a Trade Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Proprietor/Signer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Proprietor/Signer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Address

# PAYMENT BOND

When Principal is a Partnership:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
Address

By: \_\_\_\_\_ (Seal)  
Signature of Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Partner

\_\_\_\_\_  
Address

When Principal is a Corporation:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Corporation

(Affix Corporate Seal)

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Official Title

Certificate as to Corporate Principal: I \_\_\_\_\_, certify that I am the Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation: that I know his/her signature, and her/his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for an on behalf of Said corporation by authority of its governing body.

Secretary \_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT AS TO PRINCIPAL

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, . . . e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public - State of Florida  
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

# PAYMENT BOND

## II. TO BE EXECUTED BY CORPORATE SURETY:

Attest:

\_\_\_\_\_  
Secretary

(Affix Corporate Seal)

\_\_\_\_\_  
Name of Local Agency

\_\_\_\_\_  
Corporate Surety

\_\_\_\_\_  
Business Address

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

\_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Business Address

Inquiries: ( ) \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_, to me well known, who being first duly sworn, says that he is the attorney-in-fact for the \_\_\_\_\_ Insurance Company, to execute the foregoing bond on behalf of the CONTRACTOR named therein favor of the City of Fellsmere, Florida. Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for Payment No. \_\_\_\_\_.

For Work Accomplished through the period of: \_\_\_\_\_ through \_\_\_\_\_.

To: City of Fellsmere (OWNER)

From: \_\_\_\_\_ (CONTRACTOR)

Project No.: 32694

Project: South Regional Lake – Phase 1

CEI: Masteller & Moler, Inc.

- 1. Original Contract Price: \$ \_\_\_\_\_
- 2. Net change by Change Orders and Written Amendments (+ or -): \$ \_\_\_\_\_
- 3. Current Contract Price (1 plus 2): \$ \_\_\_\_\_
- 4. Total Work to date:
  - 4.a Percentage of Work completed to date: \_\_\_\_\_ %
  - 4.b Total Work completed to date: \$ \_\_\_\_\_
  - 4.c Total equipment and material stored to date: \$ \_\_\_\_\_ (1)
  - 4.d Total Work completed and stored to date: (4.b plus 4.c) \$ \_\_\_\_\_
- 5. Retainage (per Agreement):
  - 5.a 10% of completed Work (0.10 x 4.b): \$ \_\_\_\_\_
  - 5.b 10% of stored equipment and material (0.10 x 4.c): \$ \_\_\_\_\_
  - 5.c Total Retainage (5.a plus 5.b): \$ \_\_\_\_\_
- 6. Total Work completed and stored to date less retainage (4.d minus 5.c): \$ \_\_\_\_\_
- 7. Previous Applications for Payment: \$ \_\_\_\_\_
- 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$ \_\_\_\_\_**

**(1) Attach detailed schedule and copies of all paid invoices.**

**CONTRACTOR'S CERTIFICATION:**

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material men and suppliers except as listed below; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective and (4) If this Periodic Estimate is for a Final payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Dated \_\_\_\_\_

\_\_\_\_\_  
(CONTRACTOR)

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

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My Commission expires: \_\_\_\_\_.

*NOTICE OF NON-PAYMENT. If one or more "Notice of Non-Payment" or "Notice to Owner" is received by the OWNER, no further payments will be approved until non-payment(s) have been satisfied and a "Lien Waiver" for each "Notice" has been submitted to the OWNER. Upon request, CONTRACTOR shall furnish acceptable evidence that all such claims have been satisfied. The CONTRACTOR may, with consent of Surety and indemnification of the OWNER against any claims, receive payment for work for which there is an outstanding "Notice of Non-Payment" or "Notice to Owner."*

**CERTIFICATION OF ENGINEER / INSPECTOR:**

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. It is my opinion that this statement of work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

Dated \_\_\_\_\_

\_\_\_\_\_  
(CEI ) SIGNATURE

Accompanying Documentation: \_\_\_\_\_





**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Date of Issuance: \_\_\_\_\_, 20\_\_.

OWNER: City of Fellsmere

CONTRACTOR: \_\_\_\_\_

Project: South Regional Lake – Phase 1

Assisting Funding Authorities: SJRWMD, Project No.: 32694

CEI: Masteller & Moler, Inc.

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
(Owner)

And To: \_\_\_\_\_  
(Contractor)

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and CEI, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within (\_\_\_\_\_) days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

OWNER: CITY OF FELLSMERE  
22 SOUTH ORANGE STREET  
FELLSMERE, FL 32948-6714

CONTRACTOR: \_\_\_\_\_

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

*[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]*

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

Executed by CEI on: \_\_\_\_\_ (Date).

CEI: \_\_\_\_\_

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

CONTRACTOR accepts this Certificate of Substantial Completion on: \_\_\_\_\_ (date).

CONTRACTOR: \_\_\_\_\_

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

OWNER accepts this Certificate of Substantial Completion on: \_\_\_\_\_ (date).

OWNER: CITY OF FELLSMERE

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

**\*\* END OF SECTION \*\***

**CHANGE ORDER**

Project: South Regional Lake – Phase 1  
South of 89<sup>th</sup> Street (Willow to Broadway)

Change Order Number: \_\_\_\_\_  
Change Order Date: \_\_\_\_\_

Contractor: (Name and address)

Contract Date: \_\_\_\_\_

The Contract is changed as follows:

*(Include if applicable, any undisputed amount attributable to previously executed Work Change Directives)*

The original Contract Price was	\$ _____
The net change by previously authorized Change Orders	\$ _____
The Contract Price prior to this Change Order was	\$ _____
The Contract Price will be (increased)(decreased)(unchanged) by this Change Order in the amount of	\$ _____
The new Contract Price including this Change Order will be	\$ _____
The Contract Time will be (increased)(decreased)(unchanged) _____ (____) days	
The date all of the Work shall be completed for the entire Project and ready for final payment as a result of this Change Order is _____.	

*Note: This Change Order does not include changes in the Contract Sum or Contract Time which have been authorized by Work Change Directive until the cost and time has been determined as per the Contract, in which case a Change Order is executed to supersede the Work Change Directive. Time is of the essence for this Change Order.*

NOT VALID UNTIL SIGNED BY THE CEI, CONTRACTOR AND OWNER. The effective date of this Change Order will be the date when the last one of CEI, City and Contractor has signed.

<u>Masteller &amp; Moler, Inc.</u> CEI <i>(firm name)</i>	_____ Contractor <i>(firm name)</i>	<u>City of Fellsmere</u> Owner
--	--	-----------------------------------

<u>21655 27<sup>th</sup> Street</u> Address	_____ Address	<u>22 S. Orange St.</u> Address
--	------------------	------------------------------------

<u>Vero Beach, FL 32960</u>	_____	<u>Fellsmere, FL 32948</u>
-----------------------------	-------	----------------------------

_____ By <i>(signature)</i>	_____ By <i>(signature)</i>	_____ By <i>(signature)</i>
--------------------------------	--------------------------------	--------------------------------

<u>Sean Greene</u> <i>(typed name)</i>	_____ <i>(typed name)</i>	<u>Joel Tyson</u> <i>(typed name)</i>
---	------------------------------	--

_____ <i>(date)</i>	_____ <i>(date)</i>	_____ <i>(date)</i>
------------------------	------------------------	------------------------

**CONTRACTOR'S FINAL CERTIFICATION OF THE WORK**

(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

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

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes \_\_\_\_\_, who on oath says: That he is the CONTRACTOR with whom The City of Fellsmere, Florida, a political subdivision of said state, did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a Contract for the performance of certain work, more particularly described as follows:

Provide materials, machinery, equipment, labor and utilities to construct the South Regional Lake – Phase 1, a stormwater park, including but not limited to: earthwork, subgrade, base, surface course, drainage structures and pipes, and ancillaries needed to complete the specified construction.

UNDER PENALTY OF PERJURY, affiant further says that said construction has been completed and the Contract therefore fully performed and final payment is now due and that all liens of all firms and individuals contracting directly with or directly employed by such CONTRACTOR have been paid in full EXCEPT:

Name:	Description/Amount:
_____	_____
_____	_____
_____	_____
_____	_____

who have not been paid and who are due the amount set forth.

Affiant further says that:

1. CONTRACTOR has reviewed the Contract Documents.
2. CONTRACTOR has reviewed the Work for compliance with the Contract Documents.
3. CONTRACTOR has completed the Work in accordance with the Contract Documents.
4. All equipment and systems have been tested in the presence of the CEI or his representative and are fully operational with no defects or deficiencies except as listed below.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The Work is complete and ready for final acceptance by the OWNER.
6. CONTRACTOR hereby certifies that it has no claims against the OWNER.

**CONTRACTOR'S FINAL CERTIFICATION OF THE WORK**

Certification:

(Corporate Seal)

CONTRACTOR: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Written Name and Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public State of Florida at Large

My Commission expires: \_\_\_\_\_

**\*\* END OF SECTION \*\***