

CONTINUING CONTRACT AGREEMENT FOR ANNUAL UTILITY LABOR SERVICES

THIS AGREEMENT, entered into this ___ day of _____ 2024, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**”, and _____ hereinafter referred to as the “**CONTRACTOR**”.

BACKGROUND RECITALS:

COUNTY selected CONTRACTOR to provide work related to various utility installation and repair services (“Services”), based on a proposal received in response to Request for Proposals 2025005.

That the COUNTY and the CONTRACTOR, in consideration of their mutual covenants, herein agree with respect to the performance of construction services by the CONTRACTOR, and the payment for those services by the COUNTY, as set forth below and in individual Work Orders. This agreement shall be referred to as the “MASTER AGREEMENT” under which future Work Orders will apply.

The proposed work consists of various water transmission and distribution, wastewater collection and reclaimed water transmission system improvements, and various and sundry lift station rehabilitation and related projects, as specified in each of the COUNTY’s individual Work Authorizations issued throughout the life of the Contract. The work may include after-hours and emergency work. All material and equipment shall be in strict accordance with the Indian River County Department of Utility Services Water & Wastewater Utility Standards dated May 2019, or latest edition, which may be obtained at no cost online from the Indian River County Department of Utility Services. The work is generally located in Indian River County in the Urban Service Area, although transmission utilities are located outside of this boundary.

The CONTRACTOR shall provide the COUNTY with services and at the rates provided in Exhibit 1, Contractor’s Price Proposal.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GENERAL

1.1 Services shall be identified in individual Purchase Orders, and performed in a timely, efficient, cost-effective manner. Purchase Orders shall reference a quote or proposal number, which includes a description of services to be performed; a statement of fees; a projected schedule for completion of the work to be performed by the CONTRACTOR; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term Purchase Order is used herein, it is intended to mean a formal document, that is dated; serially numbered; in the COUNTY’s standard template, and executed by the COUNTY, by which the COUNTY accepts CONTRACTOR’s proposal for specific services and CONTRACTOR indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. No work may begin until the executed Purchase Order is provided to the CONTRACTOR, and until any required bonds and insurance are accepted by COUNTY.

1.3 Services related to any individual Purchase Order which would increase or decrease cost, or which are otherwise outside the scope of Services or level of effort contemplated by the Purchase

Order shall be Services for which the CONTRACTOR must obtain the prior written approval of the COUNTY, as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Purchase Order; and when properly authorized and executed by both the CONTRACTOR and the COUNTY, shall become an amendment to the Purchase Order or a new Purchase Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

1.4 A Purchase Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice-to-Proceed and specific Purchase Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Purchase Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Purchase Order as if fully set forth therein.

1.5 No representation or guarantee is made by COUNTY as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONTRACTOR will receive during the term of this Agreement.

1.6 The Background Recitals are true and correct and form a material part of this Agreement.

2. COUNTY OBLIGATIONS

2.1 The COUNTY will provide the CONTRACTOR with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONTRACTOR shall satisfy itself as to accuracy of any data provided. The CONTRACTOR is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONTRACTOR'S attention.

2.2 The COUNTY shall arrange for access to, and make provisions for the CONTRACTOR to enter upon, public and private property (where required) as necessary for the CONTRACTOR to perform its Services, upon timely written request of CONTRACTOR to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with any Work Order. The Project Manager shall:

(a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONTRACTOR; (c) communicate the COUNTY's policies and decisions to the CONTRACTOR regarding the Services; and (d) determine, initially, whether the CONTRACTOR is fulfilling its duties, responsibilities, and obligations hereunder.

2.6 The COUNTY shall give prompt written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONTRACTOR's Services. If the CONTRACTOR has been delayed in completing its Services through no fault or negligence of either the CONTRACTOR or any subcontractor, and, as a result will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONTRACTOR shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of

evidence of the causes of the delay, the Work Order shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.7 The CONTRACTOR shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONTRACTOR's control and through no fault or negligence of the CONTRACTOR. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONTRACTOR shall mutually agree, in writing, to the modifications to be made to this Agreement.

3. RESPONSIBILITIES OF THE CONTRACTOR

3.1 The CONTRACTOR agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Purchase Orders and in this Agreement.

3.2 The CONTRACTOR agrees to complete the Project within the time frame specified in the Purchase Order.

3.3 The CONTRACTOR will maintain an adequate staff of qualified personnel.

3.4 The CONTRACTOR will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.5 The CONTRACTOR, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONTRACTOR under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.6 The CONTRACTOR shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services as described in this Agreement. The CONTRACTOR shall also require all subcontractors to comply by contract with the provisions of this section.

3.7 The CONTRACTOR will prepare all necessary sketches and completed application forms to accompany the COUNTY's applications for any required federal, state, or local permits.

3.8 The CONTRACTOR will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.9 The CONTRACTOR will cooperate and coordinate with other COUNTY Contractors, as directed by the COUNTY.

3.10 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONTRACTOR for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, and upon final payment all of the above data shall be delivered to the County Project Manager.

3.11 CONTRACTOR is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONTRACTOR is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

4. TERM; DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of two years, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination", This Agreement may be extended for two additional one-year terms, by mutual consent of the parties.

5. COMPENSATION

Work Authorizations that are less than \$200,000.00 may not require a Public Construction Bond. COUNTY shall make only one payment for the entire amount of the related applicable Purchase Order after the terms of the related applicable Work Authorization have been fulfilled. Upon determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

6. ADDITIONAL WORK

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONTRACTOR to provide, either directly by the CONTRACTOR or by a subcontractor, such additional services by a new Purchase Order or by a written amendment to a specific Purchase Order.

7. INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.

7.2 The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

7.3 The Contractor shall procure and maintain broad form commercial general liability

insurance (including contractual coverage) and commercial automobile liability insurance in amounts as specified in Request for Proposals 2025005. The County shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

7.4 The Contractor shall furnish the County a certificate of insurance in a form acceptable to the County for the insurance required. Such certificate or an endorsement provided by the contractor must state that the County will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming County as Additional Insured must accompany the Certificate of Insurance.

7.5 CONTRACTOR shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

7.6 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

7.7 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of or related to the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

8. TERMINATION

8.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONTRACTOR, or the percentage of work complete as estimated by the CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

8.3 Termination for Cause The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:

- (1) if in the COUNTY's opinion CONTRACTOR is improperly performing work or

violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the COUNTY's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

(6) CONTRACTOR submits a false invoice to the COUNTY.

8.4 COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY. If the CONTRACTOR fails to correct or cure within the time provided, COUNTY may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize CONTRACTOR to restore any work sites.

8.5 The CONTRACTOR shall be liable for:

(1) any new cost incurred by the COUNTY in soliciting bids or proposals for and letting a new contract; and

(2) the difference between the cost of completing the new contract and the cost of completing this Contract;

(3) any court costs and attorney's fees associated with any lawsuit undertaken by COUNTY to enforce its rights herein.

8.6 CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. COUNTY may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

9. MISCELLANEOUS PROVISIONS

9.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees or subcontractors of the CONTRACTOR are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

9.2 Merger; Modification. This Agreement incorporates by reference Request for

Proposals 2025005 and CONTRACTOR's response. In the event of a conflict between Request for Proposals 2025005, CONTRACTOR's response and this Agreement, this Agreement shall prevail. All other prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein are incorporated herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONTRACTOR and the COUNTY.

9.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

9.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

9.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

9.7 No Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.8 Survival. Except as otherwise expressly provided herein, each obligation In this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

9.9 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer

to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

9.11 Public Records Compliance. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County 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 Chapter 119 or as otherwise provided by law.
- (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 County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant 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 Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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:

(772) 226-1424

publicrecords@ircgov.com

**Indian River County Office of the County Attorney
1801 27th Street, Vero Beach, FL 32960**

Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

9.12 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County
Attn: Duke Hawkins
1801 27th Street
Vero Beach, FL 32960-3365

Contractor:

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

9.13 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

9.14 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

9.16 Sovereign Immunity. Nothing in this Agreement is intended to, or shall be interpreted to, constitute a waiver or limitation of the COUNTY's sovereign immunity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

COUNTY:

INDIAN RIVER COUNTY

By: _____
Susan Adams, Chairman

By: _____
John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Jennifer W. Shuler, County Attorney

Ryan L. Butler, Clerk of Court and
Comptroller

Attest: _____
Deputy Clerk

(SEAL)

CONTRACTOR:

COMPANY NAME

By: _____
Name: _____
Title: _____

(Corporate Seal)

(If CONTRACTOR is a corporation or
partnership, attach evidence of authority to
sign)

Attest: _____
Name: _____
Title: _____

Public Construction Bond

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

The front or cover page to the required public construction payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.

**Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page**

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND 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) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: _____

Contractor NAME: _____

Contractor ADDRESS: _____

Contractor PHONE NO: _____

SURETY COMPANY NAME: _____

**SURETY PRINCIPAL
BUSINESS ADDRESS:** _____

SURETY PHONE NO: _____

COUNTY NAME: _____

COUNTY ADDRESS: _____

COUNTY PHONE NO: _____

OBLIGEE NAME: _____
(If contracting entity is different from the COUNTY, the contracting public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called COUNTY, 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 COUNTY for construction of _____, 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 payments to all claimants, as defined in Section [255.05](#)(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 COUNTY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that COUNTY 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 and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)

Exhibit 1 – Proposal Price Form