

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA  
LUMP SUM PRICE CONSTRUCTION CONTRACT**

**CONTRACT:**

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called County), represented by the Manager of the Procurement Division executing this Contract, and:

>

**Federal Identification Number: >**

A Corporation formed under the laws of the State of Florida, hereinafter called Contractor.

The Contractor shall perform all the Work required by the Contract Documents for the proper execution and completion of **Utilities Pump Station Package No. 5 (PS 3107R HAWKES AVENUE, PS 3300 SOUTH POINT, PS 3444 CANNONGATE, AND PS 3348 FLORIDA MALL)** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y18-736-TA** which is made a part of this Contract as completely as if set forth herein.

I

**AMOUNT OF CONTRACT:**

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Amount of (\$>) at the lump sum set forth in the Invitation for Bid Official Bid Form, Part D.

II

**ASBESTOS FREE MATERIALS:**

Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted. Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

**III**  
**ADMINISTRATIVE DATA:**

Progress Payments: Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager the County shall make progress payments on account of the Contract Amount to the Contractor as provided in the Contract Documents as follows:

Not later than 30 days following approval of an application for Payment, ninety percent (90%) of the portion of the Contract Amount properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the Owner.

When the completion of the Work ascertained as payable exceeds fifty percent (50%) of the total contract amount the retainage percentage withheld shall be reduced to 5%. Upon Final completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

Should the Contractor fail to substantially complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by County), he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day that terms of the Contract remain unfulfilled beyond date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the County will retain from the compensation otherwise to be paid to the Contractor the sum of **\$500.00**. This amount is the mutually agreed upon minimum measure of damages the County will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all Work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

**IV**  
**CONTRACT DOCUMENTS:**

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of the Procurement Division executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:

- a. Orange County Invitation for Bids/Project Manual, **IFB No. Y18-736-TA dated February 1, 2018**, (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, General Conditions, Supplementary Conditions / Special Provisions, and Specifications);
- b. Drawings bearing the title "**Construction Plans, Utilities Pump Station Package No. 5 (PS 3107R HAWKES AVENUE, PS 3300 SOUTH POINT, PS 3444 CANNONGATE, AND PS 3348 FLORIDA MALL)**".
- c. Addendum No.> dated >;
- d. >'s Bid Proposal dated **March 13, 2018**;
- e. Payment/Performance Bond;
- f. Certificates of Insurance;

**V**

**PRIORITY OF DOCUMENTS:**

The order of precedence of items and documents is as follows:

Construction Contract  
Permits  
Supplemental Conditions/Special Provisions  
General Conditions  
Specifications/Technical Provisions  
Drawings/Plans  
Road Design, Structures, and Traffic Operations Standards (If applicable)  
Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)  
Bid Proposal  
Instructions to Bidders

**VI**  
**TIME OF COMMENCEMENT AND FINAL COMPLETION:**

- a. Work to commence within fourteen (14) days of Official Notice to Proceed date and shall be completed, unless amended by written Change Order or Amendment executed by both parties to this Contract.
- b. Substantial Completion of the Work shall be achieved not later than **360** consecutive calendar days from date of Official Notice to Proceed.
- c. Final Completion of the Work shall be achieved not later than **390** consecutive calendar days from date of Official Notice to Proceed.

**VII**  
**COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:**

By entering into this Contract, the Contractor affirmatively commits to comply with the MWBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

**VIII**  
**MISCELLANEOUS PROVISIONS:**

- a. Terms used in this Contract that are defined in the General Conditions shall have the meanings designated in those conditions.
- b. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt due to fluctuations in market prices, changes in suppliers or any other reason.
- c. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

- d. The laws of the State of Florida shall govern this Contract. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

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**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

**BY** \_\_\_\_\_  
Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

**BY** \_\_\_\_\_  
**Signature**

**DATE** \_\_\_\_\_  
(For County use only)

\_\_\_\_\_  
**Type or Print Name**

**Corporate  
Seal**

**P E R F O R M A N C E   B O N D**

**BOND NUMBER** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that

**Name of Contractor** \_\_\_\_\_

**Address** \_\_\_\_\_

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

**Corporation, Partnership or Individual** \_\_\_\_\_

hereinafter referred to as the Contractor, as Principal, and

**Name of Surety** \_\_\_\_\_

**Address** \_\_\_\_\_

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

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No. Y18-736** with the "County", also referred to herein as the OWNER, for the project entitled: **Utilities Pump Station Package No. 5 (PS 3107R HAWKES AVENUE, PS 3300 SOUTH POINT, PS 3444 CANNONGATE, AND PS 3348 FLORIDA MALL)**, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**General description of the Work:** Project includes construction of a new duplex pump station with a new wet well to replace an existing pump station that will be demolished. Improvements will be made to three(3) duplex pump stations, including installation of liners in the wet wells, replacement of pumps, riser and discharge piping, valves, and electrical systems, and improve site access and security.

**NOW, THEREFORE**, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which includes the Notice to Bidders, Instruction to Bidders, Proposal and Bid Form, General and Supplementary Conditions, Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.

**The applicable provisions of Section 255.05 and 713.01 Florida Statutes apply to this bond.**

2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
  - A. Complete the Contract in accordance with its terms and conditions; or
  - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract Documents.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR, AS PRINCIPAL

WITNESS:

\_\_\_\_\_ BY: \_\_\_\_\_  
 Firm Name  
 Signature  
 \_\_\_\_\_  
 Type Name and Title

SURETY

AGENT FOR SURETY

NAIC Number: \_\_\_\_\_

Signature

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

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

\_\_\_\_\_ PHONE \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) SS

CITY OF \_\_\_\_\_)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

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

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

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

In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.

LEAD SURETY

AGENT FOR SURETY

Signature

BY: \_\_\_\_\_ AGENCY ADDRESS: \_\_\_\_\_

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

PHONE \_\_\_\_\_



**P A Y M E N T B O N D**

**BOND NUMBER** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that

**Name of Contractor** \_\_\_\_\_

**Address** \_\_\_\_\_

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

**Corporation, Partnership or Individual** \_\_\_\_\_

Thereinafter called Contractor, as Principal, and

**Name and Address of Surety** \_\_\_\_\_

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$ \_\_\_\_\_, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Contractor has entered into **Contract No. Y18-736** with the "County", also referred to herein as the OWNER, for the project entitled: **Utilities Pump Station Package No. 5 (PS 3107R HAWKES AVENUE, PS 3300 SOUTH POINT, PS 3444 CANNONGATE, AND PS 3348 FLORIDA MALL)**, 1121 Hawkes Avenue, Orlando, FL 32809; 2514 Myakka Drive, Orlando, FL 328239, 5616 long Iron Drive, Orlando, FL 32819; 1101 Florida Mall Avenue, Orlando, FL 32809, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**General description of the Work:** Project includes construction of a new duplex pump station with a new wet well to replace an existing pump station that will be demolished. Improvements will be made to three(3) duplex pump stations, including installation of liners in the wet wells, replacement of pumps, riser and discharge piping, valves, and electrical systems, and improve site access and security.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS** such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. Subject to the Owner's priority, claimants covered by Section 713.01 of the Florida Statutes shall have a direct right of action against the Principal and SURETY under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefore. Any claimant who seeks to recover against the Principal or SURETY under this obligation must also satisfy the notice requirement and time limitations of Section 255.05 of the Florida Statutes, as amended.
3. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.

**The applicable provisions of Sections 255.05 and Florida Statutes apply to this bond.**

4. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CONTRACTOR, AS PRINCIPAL:

WITNESS:

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

BY: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
AGENT FOR SURETY:

NAIC Number: \_\_\_\_\_

BY: \_\_\_\_\_

Signature

BY: \_\_\_\_\_

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

SURETY ADDRESS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) SS

CITY OF \_\_\_\_\_)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_ as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Contractor) named therein favor of the owner.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification (Type) \_\_\_\_\_

**In accordance with Part C, Section 19 and Part F Article 8 of the Contract, if applicable, list the Lead Surety.**

_____	_____
LEAD SURETY	AGENT FOR SURETY
_____	_____
	Signature
BY: _____	AGENCY ADDRESS: _____
SURETY ADDRESS: _____	_____
_____	PHONE _____

**(THIS FORM MUST BE UTILIZED IN ALL FINAL PAY APPLICATIONS)**

**FINAL RELEASE OF LIEN**

**KNOW ALL MEN BY THESE PRESENTS**, that for and in consideration of the sum of monies, set out in the accompanying Estimate Statement No. \_\_\_\_\_, final, which quantity, the receipt of which is hereby acknowledged, is accepted as full and complete compensation for all work done, materials furnished and damages or claims arising under Orange County Contract No. Y18-736, entitled:

Utilities Pump Station Package No. 5 (PS 3107R HAWKES AVENUE, PS 3300 SOUTH POINT, PS 3444 CANNONGATE, AND PS 3348 FLORIDA MALL)

By:

\_\_\_\_\_ Contractor

(SEAL)

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

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

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of

\_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_.

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

Type of identification Produced \_\_\_\_\_

**CHANGE ORDER REQUEST  
PURCHASE ORDER / DELIVERY ORDER / CONTRACT**

\*Vendor Code: \_\_\_\_\_ \*Vendor Name: \_\_\_\_\_ \*Date: \_\_\_\_\_

\*Change Order Request No.: \_\_\_\_\_ \*Document No.: \_\_\_\_\_ Contract No. \_\_\_\_\_

\*Department: \_\_\_\_\_ \*Contact/Phone No.: \_\_\_\_\_

**ACCOUNTING LINE CHANGE ONLY:**

Accounting Line From: \_\_\_\_\_ Amount: \_\_\_\_\_

Accounting Line To: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER ADD:**

Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_

Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_

Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER INCREASE / DECREASE / DELETE:**

Comm. Line No. \_\_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_\_

Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_

Delete: \_\_\_\_\_ (check only if you want to delete this line number).

**CANCELLATION:**

\_\_\_\_\_ Please cancel Purchase Order / Delivery Order

Original sent to vendor: \_\_\_\_\_ Yes \_\_\_\_\_ No

**\*JUSTIFICATION (Required for all transactions):**

\_\_\_\_\_

Enter Retainage for line number(s) \_\_\_\_\_ in the amount of \_\_\_\_\_ %

*Original PO/DO/Contract Award/Encumbrance <u>circle one</u>	Contract Amount	Encumbered/De-Encumbered Amount
	\$ _____	\$ _____
*Net Dollars for Previous Change Orders (Addition/Subtraction) <u>circle one</u>	\$ _____	\$ _____
*Net Dollars for This Change Order (Addition/Subtraction) <u>circle one</u>	\$ _____	\$ _____
*Total Dollars	\$ _____	\$ _____

By signing this agreement, the Contractor hereby releases the County, its agents, and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.

\*Vendor/Contractor Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

\*Departmental Approval: \_\_\_\_\_ Date: \_\_\_\_\_

\*Purchasing & Contracts Approval: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b><u>For Purchasing Use Only</u></b> Track Change Order: <input type="checkbox"/> Yes <input type="checkbox"/> No Change Award Amount to: \$ _____</p> <p>Add the following text to the PO/DO: _____</p>
--

**CHANGE ORDER REQUEST CONTINUATION SHEET Document No.:** \_\_\_\_\_  
**PURCHASE ORDER / DELIVERY ORDER / CONTRACT**

**ACCOUNTING LINE CHANGE ONLY:**

Accounting Line From: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line To: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line Add: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line From: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line To: \_\_\_\_\_ Amount: \_\_\_\_\_  
Accounting Line Add: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER ADD:**

Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_  
Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_  
Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_  
Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_  
Comm. Line No.: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Quantity: \_\_\_\_\_ Unit of Measure: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_ Description: \_\_\_\_\_ MA Line No. \_\_\_\_\_  
Accounting Line: \_\_\_\_\_ Amount: \_\_\_\_\_

**COMMODITY LINE NUMBER INCREASE / DECREASE / DELETE:**

Comm. Line No. \_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_  
Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_  
Delete: \_\_\_\_ (check only if you want to delete this line number).  
Comm. Line No. \_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_  
Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_  
Delete: \_\_\_\_ (check only if you want to delete this line number).  
Comm. Line No. \_\_\_\_ Increase Qty By: \_\_\_\_\_ Decrease Qty By: \_\_\_\_\_ Increase Unit Cost By: \_\_\_\_  
Decrease Unit Cost By: \_\_\_\_\_ Accounting Line: \_\_\_\_\_  
Delete: \_\_\_\_ (check only if you want to delete this line number).

*Departmental Approval: _____	Date: _____
Purchasing & Contracts Approval: _____	Date: _____

## CONSENT OF SURETY AND INCREASE OF PENALTY

BOND NUMBER \_\_\_\_\_

<b>1.CONTRACT#</b>	<b>2.MODIFICATION#</b>	<b>3.DATED</b>
<b>4.The Surety consents to the foregoing Contract notification and agrees that its bond or bonds shall apply and extend to the Contract as modified or amended. The principal and Surety further agree that on or after the execution of this consent, the penalty of the performance bond or bonds is increased by _____ dollars (\$ _____) and the penalty of the payment bond or bonds is increased by _____ dollars (\$ _____). However, the increase of the liability of each co-Surety resulting from this consent shall not exceed the sums shown below.</b>		
<b>5.NAME OF SURETY</b>	<b>6.INCREASE IN LIABILITYLIMIT UNDER PERFORMANCE BOND</b>	<b>7.INCREASE IN LIABILITYLIMIT UNDER PAYMENT BOND</b>
<b>a. SURETY ADDRESS</b>	<b>b. SIGNATURE</b>  <b>c. TYPED NAME AND TITLE</b>  <b>d. DATE THIS CONSENT EXECUTED</b>	

SURETY \_\_\_\_\_

FLORIDA RESIDENT AGENT FOR SURETY \_\_\_\_\_

Signature

BY: \_\_\_\_\_ AGENCY

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

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

PHONE \_\_\_\_\_

Signature

\_\_\_\_\_  
Type Name and Title

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

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Telephone Number (Include Area Code)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_) SS

CITY OF \_\_\_\_\_)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_



## DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

\_\_\_\_\_  
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days such conviction.
5. Imposes a sanction on, or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

**As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.**

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date