



# LAKE COUNTY

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## FLORIDA

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### ADDENDUM NO. 3

**Date of Addendum: April 5, 2012**  
**Invitation to Bid (ITB) No. 13-0213**

#### **NEW CONSTRUCTION: YALAHA COMMUNITY CENTER**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge this addendum will prevent the bid or proposal from being considered for award.

**This addendum DOES change the date for receipt of bids. THE NEW BID DUE DATE IS APRIL 12, 2013. The opening time (3:00 PM) and location are unchanged.**

**NOTE:** Although it was stated at the pre-bid meeting that bonding was not required under this project, it has been confirmed that **BONDING IS REQUIRED** pursuant to 24 CFR Part 85.36. The requirement is for the bid bond value is 5% of the bid price with performance and payment bonds each to be provided at 100% of the bid price. All bonds must be provided via use of the attached bond forms with the bid bond to be provided in conjunction with the initial bid. **Therefore**, consider the current ITB Section 1.9 to be replaced by the replacement ITB Section 1.9 appended to this addendum:

The purpose of this addendum is to provide general statements regarding the work to be performed and address various questions received from prospective bidders. This amendment provides a general summary of the pre-bid conference and certain additional information. A list of pre-bid meeting attendees has been included on the County website page for this solicitation. It was confirmed that this was a "non-mandatory" pre-bid conference and that the related reference to a site visit was unintended. The pre-bid conference commenced with a general review of the ITB with specific emphasis paid to various specific terms and conditions of the ITB including:

- The budget constraints and grant requirement verbiage expressed in Section 1.1 of the ITB
- The need for compliance with the Davis-Bacon Act in general, and with the wage determination included in the ITB specifically
- The need for all inquiries to be routed to the contracting officer,
- The time frame stated for performance,

- The time frame stated for receipt of bids,
- The fact that the vendor would be responsible for payment of sales tax on all materials purchased by the vendor for inclusion in the project,
- The requirements expressed in ITB Section 1.27 regarding federal requirement compliance to include Section 3 labor directives,
- The requirement that the vendor is responsible for acquiring all required permits,
- The liquidated damages direction stated in ITB Section 1.29,
- Vendors were advised that an addendum 1 had been previously issued,
- Vendors were advised that questions had been received, were under consideration, and would be listed with responses in the next addendum with responses provided (the questions in hand were read to the attendees).

It was also confirmed that all attachments to the ITB were available at the location identified on the front page of the solicitation, and that vendors needed to be fully aware of, and compliant with, all of those requirements. Vendors were urged to visit the site with a confirmation that no demolition effort was involved in the scope of the project. The floor was opened to questions upon completion of the overview. The following questions were presented either subsequent to, during the course of, or subsequent to the conference, with responses provided immediately after the question:

**Question 1:** What size circuit and breaker size will the well be getting? The well was on the site plan but nothing was in the panel schedule.

**Answer 1:** Well Pump shall be located, provided and sized by contractor according to LS101. Contractor shall provide location and size of pump to electrical engineer as submittal. Electrical engineer shall provide wire size, conduit and breaker info once provided with information. For cost estimate size using 3#8&1#10 in 1" C with once 30amp breaker 2pole.

**Question 2:** There is no main disconnect for the Panel P, there is a couple different options that you have, add a main disconnect outside or add a shunt trip on the outside of the building.

**Answer 2:** Main circuit breaker is indicated on Panel schedule. "MCB": 200A.

**Question 3:** The plan is showing the conductors coming into the building will be three phase, but the panel schedule is showing single phase equipment. What is the building going to be three phase or single phase.

**Answer 3:** Delete extra conductor 3 #250MCM AL 4" C. All loads are single phase.

**Question 4:** The Tork Time clock #1101 is insufficient to run the outside sign and the outside sight lighting. There a couple options: we can install a lighting contactor to be controlled by the tork time clock or we can get a two pole tork time clock.

**Answer 4:** Provide lighting contactor.

**Question 5:** Panel schedule is showing the water heater is a 208 but the notes are showing two instantaneous water heaters #titan n-10 witch are 120V 30A. Need to know how to proceed with the water heater breakers.

**Answer 5:** Replace 2pole 30amp breaker with 1pole 120v 30amp breaker circuit using 2#10&1#10Gnd in 3/4" C. Breaker position 6 shall have 1-pole 30amp breaker position 8 shall be spare.

**Question 6:** What type of fixtures are we to use on light poles?

**Answer 6:** As indicated on site plan note fixture shall be EKG501A, 350 PMH208, TYPE IV manufactured by KIM LIGHTING.

**Question 7:** Where will the pad mounted transformer be located? I need the to know how long the service lateral line will be.

**Answer 7:** Pole mounted xfrmr location needs to be coordinated with utility consider 150ft for pricing.

**Question 8:** I don't see any window covering specs in division 12? Are they located somewhere else?

**Answer 8:** Window coverings NIC – part of furnishings.

**Question 9:** Is there a geologic survey available for the site?

**Answer 9:** There is a geotechnical report dated 10/23/12 included in the specs manual.

**Question 10:** Is the site marked?

**Answer 10:** No

**Question 11:** Is the vendor responsible for purchase and installation of the memorial pavers associated with the site?

**Answer 11:** No

**Question 12:** The restrooms for this project show tile, but there is no spec'd tile that we can find. Can you please provide us with a spec'd tile?

**Answer 12:** Manufacturer: American Olean  
Product: Castlegate  
Color: Beige CG15  
Sizes: 12"x12" Floor Tile  
3"x12" Bullnose (used for wall base)

**Question 13:** Sheet E101 Main Electrical panel states it is 120/208V 1PH 60Hz. Why is the meter being fed with 4 #250MCM AL. Should this be 3 #250MCM AL?

**Answer 13:** Yes 3 #250MCM AL

**Question 14:** Why are there no pull stations at the exit doors for the Fire Alarm system?

**Answer 14:** There are pull stations refer to latest plans and symbols legend.

**Question 15:** Is there irrigation plans for this project

**Answer 15:** The irrigation is a contractor designed system.

**Question 16:** What engineering shop drawing are required according to General notes sheet C2

**Answer 16:** There are no structures that require shop drawing submittals.

**Question 17:** Since the location of site is not marked to indicate the boundaries of scope of work, will it be marked before bid time to allow review?

**Answer 17:** There are no plans to do so at the current time.

**Question 18:** Does Lake County know if there electrical and utilities in the area for construction uses.  
**Answer 18:** Contact Lake County utilities to confirm. There is no known utility service available for use by the vendor during construction of the structure.

**Question 19:** Permit cost is by GC ! can we have a amount not to exceed amount in Bid Documents so to keep all bidders on same field of bidding, Since each time we call Lake County Building Department the amount changes.

**Answer 19:** The pricing table (revised ITB page attached) has been amended to provide for a \$2,000 allowance for permitting costs for the building and the related septic system. The awarded vendor shall provide a record of the fees incurred for review and subsequent reimbursement as appropriate. If the actual value varies from the allowance, appropriate change order activity will be completed. **Vendors must utilize the revised pricing page within their initial bid response.**

**Question 20:** Impact Fees, Utility Fees and etc by Lake County?

**Answer 20:** All impact fees will be borne by the County. Vendors need to be aware there are no existing utilities at the site to support the construction operation.

**Question 21:** Does this project have to be IR Steelcraft HM or can we use our stock Fleming HM?

**Answer 21:** All exterior doors shall be impact resistant, Steelcraft HM specified or provide equal.

**Question 22:** The plans state that the septic tank is by others. I am just verifying that we should not include it with our bid. .

**Answer 22:** All work in regards to abandonment of the current drain field and installation of a new appropriately-sized septic system is to be performed and completed by the awarded vendor. This effort is to be completed on a full turnkey basis to include all related permitting. The allowance referenced in question 19 above is intended to provide for the permitting costs associated with this function.

**Question 23:** In regards to the “grass parking area”. What is the intention of the engineer in this area?

1. Are we to strip the vegetation that is there now, leave as natural ground with no grading, then sod Bahia? (No design grades shown in this area)
2. Leave as is and no work in this area other than the 6” Oak Tree that is in parking stall #9 being removed, this area is just designated grass parking

**Answer 23:** Parking area to be stabilized and sodded remove tree as noted.

**Question 24:** The plumbing detail page P001 shows a lavatory carrier, however, sheet P101 does not mention any specifics. Will we be using a carrier? If so, what model number?

**Answer 24:** The lavatory and kitchen sink are countertop. Carrier shall not be utilized.

**Question 25:** On sheet P001 a water heater is shown under a bathroom lavatory. On page P101 there is no mention about the bathroom lavatory. However, sheet P101 references a heater under a kitchen sink. How many water heaters are specified? If so, what are the model numbers?

**Answer 25:** Per floor plan, only one water heater is needed under kitchen sink and it shall feed both kitchen sink and bathroom lavatories.

**Question 26:** Page C-3: Site visit confirmed, structure overstepping boundaries from Alt Key 1242185. What is to be done, if anything to structure located within 15’ landscape buffer?

**Answer 26:** Overstepping portion of structure to be removed from 15' buffer.

**Question 27:** Page C-3: Existing Septic to be removed; Abandonment to be done by contractor?  
Permit Required.

**Answer 27:** See response to question 22

**Question 28:** Page C-3: Existing Oak cluster on Northwest corner to remain?

**Answer 28:** Yes, trees are to remain. May require trimming as directed by county.

**Question 29:** Irrigation Plans/Details: Are there detailed plans for irrigation system?

**Answer 29:** See response to question 30 below

**Question 30:** LS-101: Irrigation note states well to be installed by contractor; Page C-3 shows limited use well by others? If contractor is responsible to supply and install well for irrigation, is there a designated area for irrigation well to be located? Will need to determine pump size requirements for electrical.

**Answer 30:** The awarded vendor is responsible for the irrigation system design and dedicated irrigation well installation and location on a full turnkey basis.

**Question 31:** Water Supply: Please specify water supply: public supplied with meter, or well? (P-101 indicates meter: C-3 indicates proposed limited well by others. Please clarify)

**Answer 31:** Limited use well will supply the water. Well to be installed by Lake County per WMD/FDEP regulations.

**Question 32:** Signage: See no specs on signage? Is it supplied by others?

**Answer 32:** An allowance of \$5,100 has been included on the revised pricing tables already amended as noted in question 19. Design is yet to be determined. **Vendors must utilize the revised pricing page within their initial bid response.**

**Question 33:** Plan sheet ES101 indicates to provide 4 duplex GFCI outlets and each to be on a separate circuit for each Bollard. This would add an additional 16 - 120v circuits to be added to the panel. Panel indicated on plan sheet E101 only has 12 free spaces for these 16 circuits. Are we to add a sub-panel or provide a 60 circuit panel?

**Answer 33:** Delete dedicated circuit notes, connect all duplex receptacles to lighting circuit for each bollard.

**Question 34:** Plan sheet E101 indicates on the riser diagram, to install 4 - 250 MCM from the meter to meet the power company at the street. This is a single phase service requiring only 3 feeder conductors. Please Confirm the 4th conductor is not necessary?

**Answer 34:** YES 3 – feeders are only required.

**Question 35:** If question # 34 above is true, the feeders do not require the installation of a 4" feeder conduit. 2-1/2" conduit size is all that would be required to meet the requirements of the NEC code. Also, it would allow a direct connection to the Progress Energy approved meter base for this project with out special reducers. Please Confirm 2-1/2" would be approved.

**Answer 35:** Contactor can reduce conduit size per NEC and maintains responsibility for pulling all conductors.

- Question 36:** Plans indicate the time clock adjacent to panel P is to control circuit P-2. Please Confirm this is to control circuits 39, 41 for the operation of the parking lot lighting?
- Answer 36:** All parking lot lighting circuits indicated on ES101 shall be controlled by time clock. This includes circuit P-29.
- Question 37:** Fixture B & C at the exterior of the building do not indicate a method of control. Please advise, if these should be controlled via photo eye control, adding a switch or switches, or provide an alternate 4 pole time clock, in lieu of the 2 pole specified? Please advise.
- Answer 37:** Multiple pole time shall be used to control circuit P-29 with parking lot lighting as well.
- Question 38:** Phone/Data jacks in duplex port plates: Who will be doing the final terminations at the telephone board adjacent to the panel location? Please advise.
- Answer 38:** EC will be required to do final terminations.
- Question 39:** Plans indicate in General Electrical Note #4 the minimum size of conduit is 3/4" conduit. Would it be acceptable to run 1/2" conduit if conduit wire fill is in compliance with NEC codes? Please advise.
- Answer 39:** Contactor can reduce conduit size per NEC and maintains responsibility for pulling all conductors.
- Question 40:** Please confirm low voltage wiring will be acceptable, free air above the trusses and only sleeved down the walls. Please advise?
- Answer 40:** Yes that is acceptable.
- Question 41:** The plans call for Lawson windows, can I quote with MI windows?
- Answer 41:** Provide windows from specified manufacturers.
- Question 42:** I need to know what type of glazing single or I.G. Lowe?
- Answer 42:** Refer to specification section 08800, page 9, laminated glass.
- Question 43:** What type of soffit?
- Answer 43:** Vented aluminum soffit to match fascia. See 2/A301.
- Question 44:** Data and TV outlets and cabling are shown on drawings, but there is no section for this scope of work within project manual. Is this scope of work part of this bid, or is it handled separately. If it is part of the bid, is there a spec for it?
- Answer 44:** TV/Data/Telephone jackets should be included with conduit stub ups.
- Question 45:** Will you be putting up a drywall lid at the bottom cord of trusses Plan calls for Blown insulation in the attic. And an ACT ceiling below. There needs to be a drywall lid for us to use blown insulation. A complete air barrier between attic and acoustical ceilings is required by code. The barrier can be drywall, Tyvek, or Fsk Sheild foil with Tyvek or Fsk Shield we would need to use batts.
- Answer 45:** Batt insulation is acceptable with integral vapor barrier between trusses. Provide foam insulation baffles at insulation and exterior walls to allow air flow from vented soffit.
- Question 46:** Is this job just for metal lockers or can we quote our solid plastic lockers?
- Answer 46:** Provision of lockers is not required under this project.

**Question 47:** Electrical Panel on drawing E101 shows circuit 27 as lighting for signage. Is this lighting for the wood signage located at the corner of Yalaha Road and entryway shown on ES101? Please advise.

**Answer 47:** Yes it is for lighting the sign.

**Question 48:** Kitchen shows a range with no hood. Is kitchen range to be commercial with fire rated hood. I believe by code this is a requirement. Please clarify.

**Answer 48:** Kitchen range, hood and refrigerator are NIC, provided by Owner. See specifications section 11400, page 2.

**Question 49:** Dimensions on Brass Plaque?

**Answer 49:** 12" x 18"

**Question 50:** Information on the cedar exterior sign (as much as possible, please)

**Answer 50:** Provide cedar exterior sign routed with Facility name, address and logo per Lake County designs. Comply with size requirements of Lake County sign ordinances.

**Question 51:** Is there two exterior signs associated with this project?

**Answer 51:** No, only one

**Question 52:** Any address numbers on building (materials and size)

**Answer 52:** No, one sign.

**Question 53:** Sizes or preferences on interior signs?

**Answer 53:** 6" x 6"

**Question 54:** Can we use flex duct on the return, even though m601 says we can not. Flex is acceptable through out; seems like flex on the return ( properly sized) would be acceptable.

**Answer 54:** No

Firm Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Typed/Printed Name: \_\_\_\_\_

**REVISED ITB PAGE 18 WITH REVISED PRICING TABLE PER ADDENDUM 3 to ITB 13-0213**

ITB TITLE: New Construction – Yalaha Community Center

NOTES:

- Lake County, when purchasing on a direct basis, is exempt from all taxes (Federal, State, local). Pricing to Lake County should be less all taxes. A tax exemption certificate will be furnished upon request. Vendors are to pay any applicable tax on any material or service that is directly purchased by the vendor for incorporation into the project.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Each price offered in your bid shall be a firm-fixed price. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

<b>Part I:</b>
The bidder must list below the dates of issue for each addendum received in connection with this ITB:  Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
<b>Part II:</b>
<input type="checkbox"/> No Addendum was received in connection with this ITB.

**PRICE ENTRY SECTION**

**(See directions in part D of Statement of Work)**

Provide Lump Sum Price for all labor, materials, and all related items and services necessary to construct a one story 1500 square foot Yalaha Community Center building in accordance with all specifications designated in this Invitation to Bid. **The Lump Sum Price is to include an Allowance of \$2,000 for Permitting Costs (Addendum 3, Item 19) and an Allowance of \$5,100 for Signage Costs (Addendum 3, Item 31).**

Total Lump Sum Bid (Figures): \$ \_\_\_\_\_

Total Lump Sum Bid (Words): \_\_\_\_\_  
\_\_\_\_\_

Vendor confirms compliance with the completion schedule included in the Statement of Work (Section 2) of this Invitation to Bid: \_\_\_\_ yes \_\_\_\_ no

## **Replacement ITB Section 1.9: Bonding Requirements (per Addendum 3 to ITB 13-0213)**

1.9.1 Bid Bonds: Each Bid shall be accompanied by a Bid Bond (form attached) in the penal sum of five percent (5%) of the gross base Bid (line item 2 of the price entry section on page 18) executed by a corporate surety licensed to execute such bonds under the laws of the State of Florida. An original signed Bid Bond and its Power-of-Attorney shall be submitted with the Bid response. This bond will be retained by the County if the Bidder fails to execute the contract or fails to give satisfactory surety within fifteen (15) consecutive calendar days from the date of the Notice of Award. Bids not accompanied by a Bid Bond compliant with County requirements shall be rejected.

1.9.2 Performance and Payment (Labor and Materials) Bonds: These bonds shall be provided as specified in the attached contract. The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Circuit Court.

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_

as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, as County in the penal sum of, (        ) percent of the Contract Bid)

\_\_\_\_\_ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County Board of County Commissioners, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the \_\_\_\_\_

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the County may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: \_\_\_\_\_(L.S.)

By: \_\_\_\_\_(L.S.)

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

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

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

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

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor Address 2 \_\_\_\_\_

Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_

Surety Address \_\_\_\_\_

Surety Address 2 \_\_\_\_\_

Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

\_\_\_\_\_ (\$\_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with Obligee for \_\_\_\_\_ under Bid No. \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**THE CONDITION OF THIS BOND is that if Principal:**

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

SURETY

\_\_\_\_\_  
(Surety Name)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

**OR**

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

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

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

Bond Number: \_\_\_\_\_

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Contractor Address 2 \_\_\_\_\_  
Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above;  
and

Surety \_\_\_\_\_  
Surety Address \_\_\_\_\_  
Surety Address 2 \_\_\_\_\_  
Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for \_\_\_\_\_ Bid No. \_\_\_\_\_ said Contract being made a part of this Bond by this reference.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

**BE IT FURTHER KNOWN:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ (the date of issue by the Surety or by the Surety’s agent and the date of such agent’s power-of-attorney).

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

\_\_\_\_\_  
(Company Name)

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Witness as to Principal

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

SURETY

\_\_\_\_\_  
(Surety Name)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Witness as to Surety

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

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

**OR**

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

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

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

The forgoing instrument was acknowledged before me this \_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced  
\_\_\_\_\_ as identification and who did/did not take an oath.

NOTARY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_