

## JACKSON COUNTY FLORIDA

## **2018 Pavement Repairs Project**

Jackson County Board of County Commissioners 2864 Madison Street Marianna, FL 32448

BID # - 1718-ENG 7

<u>County Commissioners</u> District 1 - Willie Spires, PHD District 2 - Clint Pate, Vice Chairman District 3 - Chuck Lockey District 4 - Eric Hill, Chairman District 5 – Jim Peacock

<u>County Administrator</u> Willanne Daniels, Interim County Administrator

> County Engineer Larry Alvarez, P.E. 2828 Owens Street Marianna, FL 32446 Phone (850) 482-9677 Fax (850) 482-9063 Email <u>lalvarez@jacksoncountyfl.com</u>

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#### SECTION 00010 ADVERTISEMENT FOR BIDS

#### PROJECT NAME: 2018 Pavement Repairs Project

Sealed bids, submitted in triplicate, will be received by the <u>Board of County Commissioners of Jackson</u> <u>County, Florida</u>, (Owner), until <u>1:00 p.m.</u> (Central Time) <u>September 27, 2018</u> at the <u>County Engineer's</u> <u>Office</u> (County Engineer, Larry Alvarez), 2828 Owens Street, Marianna, FL 32446 for the construction of the following described Project:

#### This bid will include work on the following Roads:

#### Kynesville Road in several several areas, Intersection of Browntown Road and Sanders Road, Mockingbird Road at Suncrest Road, Laramore Road Patching, Old Us 90 From El Bethel to US 90

The Work includes cut out and replace asphalt, clip edges, add Limerock Base, pavement prep and tack and patch failed areas marked by Engineer/Inspector, maintenance of traffic as included in the pay items.

A Non-Mandatory Pre-Bid Meeting will be held on September 20, 2018

at

8:00 AM central time at the Jackson County Road Department. Potential bidders are encouraged to attend. The deadline for receipt of questions will be <u>September 24, 2018</u> at 2:00 PM Central Time. Questions must be submitted in writing to the County Engineer (email lalvarez@jacksoncountyfl.com: fax (850) 482-9063) with a copy to the Jeannie Bean (email jbean@jacksoncountyfl.com).

Bids will be opened and recorded at 1:10 PM (or immediately thereafter) on <u>September 27, 2018</u> at the Jackson County Board of County Commissioners Board Room at 2864 Madison Street. Bids may also be submitted to the County Engineer at the Board Room from 1:50 PM until 2:10 PM Central Time.

Plans, specifications, and contract documents will be open for public inspection after noon on <u>September 12</u>, <u>2018</u> at the Road and Bridge office at 2828 Owens Street. Bid documents must be obtained from:

County Engineer Attn: Larry Alvarez 2828 Owens Street Marianna, Florida 32446 (850) 482-9677

upon payment of <u>\$ No Charge</u> per set which amount constitutes the cost of reproduction and handling. This payment will not be refunded.

The Owner reserves the right to waive any informality or to reject any or all bids. Each Bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. Sureties used for obtaining bonds must appear as acceptable according to the Department of Treasury Circular 570. Bidders must be Pre-approved by FDOT or Jackson County and in good standing with FDOT and the County.

No bid may be withdrawn for a period of sixty days after the scheduled closing time for receipt of bids.

To the extent applicable to this project, attention of Bidders is particularly called to the requirements of the Special Provisions (Local Agency Program/Federal-Aid Contract Requirements), conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109 Executive Order 11246, and all applicable laws and regulations of the Federal government and State of Florida, and bonding and insurance requirements.

IN PARTICULAR, BIDDERS SHOULD NOTE THE REQUIRED ATTACHMENTS AND CERTIFICATIONS TO BE EXECUTED AND SUBMITTED WITH THE FORM OF BID PROPOSAL.

DATE: \_

#### EQUAL OPPORTUNITY EMPLOYER HANDICAP ACCESSIBLE/FAIR HOUSING JURISDICTION

#### SECTION 00020

#### **INFORMATION FOR BIDDERS**

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#### 1.0 RECEIPT AND OPENING OF BIDS

Bid Proposals will be received by the **Board of County Commissioners of Jackson County**, Florida, (herein called the "Owner") until time and place indicated in the "Advertisement for Bids", and then at said office publicly opened and read aloud.

Bids shall be submitted on the forms attached hereto, all blanks of which must be appropriately completed. The Bid shall be submitted in <u>triplicate</u> with original signatures on all forms and shall be enclosed in a sealed envelope clearly marked:

#### SEALED BID ENCLOSED <u>2018 Pavement Repairs Project</u> To be opened September 27, 2018 at 1:10 PM (CT) Board of County Commissioners of Jackson County, Florida

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within <u>90 days</u> after the actual date of the opening thereof.

Each Bid Proposal must be submitted on the prescribed form and accompanied by all forms contained in sections 00300 through 00370. Photocopies of these forms are acceptable; however, each copy must contain an original (wet) ink signature. See Paragraph 3.0 concerning subcontractor certification requirements. All blank spaces for Bid prices must be completed in ink or typewritten, in both words and figures, and the Certifications and forms must be fully completed and executed when submitted.

Each must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, contractor's license number and the name of the project for which the Bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the office indicated above. All pages in the bid proposal must have the bidder's name.

#### 3.0 SUBCONTRACTS

The Bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this Contract:

A. Must be acceptable to the Owner after verification by the Department of Community Affairs of the current eligibility status; and

B. Must submit a Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Form 950.2; Certification by Proposed Subcontractor Concerning Labor Standards and Prevailing Wage Requirements, Form 1422; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirement to which it was subject. Although the Bidder is not required to attach such Certifications by proposed subcontractors to his/her Bid, the Bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### 4.0 TELEGRAPHIC MODIFICATION

Any Bidder may modify his/her Bid by telegraphic communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the closing time. The telegraphic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given the telegraphic modification.

#### 5.0 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as is deemed necessary to determine that the Bidder/Contractor has the necessary facilities, ability and financial resources to perform the work in a satisfactory manner within the time specified; that he has had experience in construction work of the same or similar nature and complexity; and that he has the financial capability, past history, and references which will serve to satisfy the Owner beyond any doubt as to his qualifications for doing the work.

The Bidder or his subcontractor at the time of bid opening must have a current and valid state and/or local licenses for each type of work contemplated under this contract.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids may not be accepted.

#### 6.0 BID GUARANTEE

(Applicable if Total Bid with All Alternates is \$50,000 or more).

Each Bid shall be accompanied by a Bid Guarantee in the sum of not less than five (5) percent of the total amount Bid, including all additive alternates but excluding all deductive alternates, which shall be a certified check (certified checks offered as Bid Guarantees must have Florida documentary stamps attached), or cashier's check, or a bank draft made payable to the Owner, or a Bid Bond prepared and submitted on a copy of the form included with the Contract Documents. The Surety Company on said Bond shall be a duly authorized Surety Company satisfactory to the Owner. A Bid Bond must be signed or countersigned by a Florida Resident Insurance Agent. Such check or Bid Bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his Bid for a period of sixty (60) days after the scheduled closing time for the receipt of Bids, that if his Bid is accepted, he will enter into a formal Contract with the Owner in accordance with the form of agreement included as a part of the Contract Documents, and that the required Bond will be given; furthermore, in the event of the withdrawal of said Bid within said period, or failure to enter into said Contract and give said Bond within ten (10) days after he has received notice of acceptance of his Bid, the Bidder shall be liable to the Owner for the full amount of the Bid Guarantee as representing the damage to the Owner on account of the default of the Bidder in any particular thereof. The Bid Guarantees shall be returned to all except the three lowest Bidders within fifteen (15) days after the formal opening of Bids. The Owner reserves the right to hold the Bid Guarantee of the three lowest Bidders until the Owner and the accepted Bidder have executed the Contract and the Performance and Payment Bond has been approved by the Owner. If the required Contract and the Bond have not been executed within sixty (60) days, or the length specified in the Proposal, if longer, after the date of the opening of the Bids, then the Bid Guarantee of any Bidder will be returned upon his request, provided he has not been notified of the acceptance of his Bid prior to the date of such request.

#### 7.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, upon failure or refusal to execute and deliver the Contract and Bonds required within 10 days after receipt of notice of the acceptance of the Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the Bid.

#### 8.0 TIME AND COMPLETION OF LIQUIDATED DAMAGES

Bidder must agree to commence work within 10 days after the date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within time indicated in the "Proposal and Bid Form". Bidder must also agree to pay as liquidated damages, the amount indicated in the "Proposal and Bid Form" for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

#### 9.0 CONDITIONS OF WORK

Each Bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of our interference with the work of any other Contractor.

#### **10.0 ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specification or other pre-Bid Documents will be made to any Bidder orally. All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addenda emailed or delivered to all parties recorded by the Engineer as having received the Bidding Documents. Questions received after the date indicated in the advertisement will not be answered.

#### 11.0 CONTRACT SECURITY AND INSURANCE

Upon execution of a Contract for work covered by this project or parts of this project, the Contractor shall

furnish a Surety Bond in an amount not less that 200 percent of the Contract price (100% Performance Bond and 100% Payment Bond) as set forth in Paragraph 29, General Conditions, of this Specification. The Surety Bond must remain valid for one year beyond the date of acceptance of the completed construction project. The Contractor(s) shall furnish the Owner with proof of carriage of insurance. The Contractor(s) will maintain Insurance as set forth in Paragraph 28 of the General Conditions and Paragraph 4 of the Supplemental General Conditions.

#### 12.0 POWER OF ATTORNEY

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

#### 13.0 NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- A. Inspection and testing materials
- B. Insurance requirements.
- C. Wage rates.
- D. Inspection and testing of materials.
- E. Minimum wage rates.
- F. Section 3 requirements.
- G. Section 109 requirements.
- H. Segregated facilities.

#### 14.0 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

#### 15.0 SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:

A. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.

B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

C. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

#### 16.0 CONDITIONS OF WORK AND VISIT TO SITE

Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand facilities, difficulties and restrictions attending the execution of work under the Contract and the employment of labor thereon. Bidder shall thoroughly examine and be familiar with specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with

conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his Bid or to the Contract(s). The submission of a Bid shall be taken as prima facie evidence of compliance with this Section. The Bidder has not relied on and will not rely on any statement, disclosure, representation or warranty with respect to any matter affecting the Bid or any failure (alleged or actual) of the Owner to make any disclosure of any latent or other site conditions.

#### 17.0 SUBSOIL AND GROUNDWATER CONDITIONS

Each Bidder is expected to take his or her own soil investigations at the site(s) to determine and satisfy himself / herself of the actual site conditions and types of the subsoil quality and groundwater that exists and will be required to work in and prepare their Bid accordingly.

#### 18.0 QUANTITIES

Quantities shown in the Proposal and Bid Form are approximately only and are subject to either increase or decrease. The quantities indicated are based on the actual scope of the project as shown on the drawings. Should the quantities of any of the items of the work be increased, the Contractor(s) proposes to do the additional work at the unit Bid prices; and should the quantities of any item be decreased, the Contractor(s) understands that payment will be made on actual quantities constructed and accepted at the unit Bid price, and will make no claim for anticipated profits for any decrease in quantities.

#### 19.0 BASIS OF BID

Bids shall be submitted on the Base Bid, Additive Alternates, and Deductive Alternates as indicated. No Proposal shall contain limitations regarding the award of the Contract in which the limitations are at the option of the Bidder.

#### 20.0 AWARD OF CONTRACT

The Contract will be awarded to the lowest, responsive, responsible Bidder, provided the Bid is reasonable and it is in the interest of the Owner to accept. The Owner reserves the right to reject any or all Bids and to waive informalities. If at the time of Award of Contract funds for construction exceed the lowest Base Bid submitted by a responsible Bidder, the award will be for the Base Bid, plus Additive Alternates determined for inclusion by the Owner; however, if the Base Bid exceeds the estimated funds for construction, the Base Bid combined with such Deductive Alternates applied in numerical order as listed in the Proposal and Bid Form to produce a net amount which is within the available funds.

#### 21.0 DEDUCTIVE OR ADDITIVE ALTERNATES

The prices Bid in the Base Bid portion of the Bid and Proposal Form shall be utilized in preparing the Deductive or Additive Alternate portions of the Bid and Proposal Form.

#### 22.0 PAYMENTS

Payment for all work or equipment will be made by the Owner in accordance with the terms set out in the Contract(s). Estimates will be made by the Contractor(s) and checked by the Engineer.

#### 23.0 CERTIFICATIONS

Before any payments, either partial or final, may be made to the Contractor(s) for work performed, written certification must be filed with the Owner by the Contractor(s) that the items for which requisition for payment is made have not been paid and that there are no vendors', mechanics' or other liens or rights to lien or conditional sale Contracts which should be satisfied or discharged before such payment is made.

#### 24.0 PLANS AND SPECIFICATIONS

The Contractor(s) will be furnished <u>three</u> sets of plans and technical specifications by the Owner for use in construction. Additional sets may be obtained by the Contractor(s), on request, at the cost of reproduction

Bid No. 1718-Eng 7 Project September 11, 2018 and distribution listed in "Advertisement for Bids".

#### 25.0 LIMITATION OF DAMAGES

The Bidder agrees and acknowledges that the Owner shall not be liable to Bidder or to any other person, firm, corporation, or company for any general, special, consequential or other damages (including, but not limited to, loss of profits) arising out of the Bidding process and the awarding or failure to award of the Project to the Bidder or to any other person, firm, corporation or company.

#### END OF SECTION

#### Bidder\_\_

#### SECTION 00300

#### PROPOSAL AND BID FORM (Submit in triplicate)

Proposal of: \_\_\_\_\_\_ (hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of \_\_\_\_\_\_ doing business as a partnership ( ), corporation ( ), individual ( ).

To: COUNTY OF JACKSON, FLORIDA (hereinafter called "Owner").

Gentlemen/Ladies:

The proposal contemplates performing the Work necessary to have a complete and operational system in accordance with all applicable codes and requirements governing the work. Items not specifically listed in the Bid Proposal or Contract Documents, but necessary for proper construction and operation of the system shall be considered to be included in the bid price of the item for which they are associated. No additional compensation will be paid for such items.

#### 2018 Pavement Repairs Project

Having examined the Contract Documents and the sites of the proposed work, and being familiar with all the conditions surrounding the construction of each of the proposed projects including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein and at the prices stated below.

Bidder hereby agrees to commence Work under this contract within ten (10) days after the date stated in written "Notice to Proceed" from the Owner.

The work will be substantially completed within <u>120</u> calendar days after the date when the Contract Times commence to run as provided in the General Conditions, and completed and ready for Final Payment in accordance with the General Conditions within <u>30</u> calendar days after the date when the Contract Times commence to run.

The Owner and the Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with the General Conditions. It shall be specifically noted that time extensions are granted only for <u>abnormal</u> weather conditions as it relates to rain days or temperatures below allowable as stated in the specifications. They also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner <u>Four Hundred and Fifty no/100 Dollars</u> (\$450.00) for each calendar day that expires after the time specified above for Substantial Completion until the work is substantially complete. In addition, the Owner may also charge contractor for identifiable special, consequential, and/or incidental damages. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining work within the time specified above for completion and readiness for final payment of any proper extension thereof granted by Owner, Contractor, shall also pay Owner <u>Four Hundred and Fifty Dollars</u> (\$ <u>450.00</u>) for each calendar day that expires of final payment of any proper extension thereof granted by Owner, Contractor, shall also pay Owner <u>Four Hundred and Fifty Dollars</u> (\$ <u>450.00</u>) for each calendar day that expires after the time specified above for completion and readiness for final payment.

The unit prices contained in the Bid Schedules shall include all labor, materials, equipment, overhead, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to award part(s) of the Contract, if applicable, separately, in combination, or as one Contract. The Owner reserves the right to waive any informalities in the bidding. Bidder agrees that Owner may accept any of the pay items and that Owner may perform the other pay items as needed to accomplish the work within the budget.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 days and deliver a Surety Bond or Bonds as required by the Contract Documents. The Bid Security attached in the sum of Five (5)

00300-1 Bid Proposal

Percent of the total amount of the Bid is to become the property of the OWNER in the event the Contract and Bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

Bidder\_

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his/her own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competition.

Respectfully submitted,

Company Name (Typed)

Address (Typed)

City State Zip (Typed)

Business Telephone Number

Business Fax Number

By:

Acknowledgement is hereby made of receipt of the following addenda, if any:

No.\_\_\_\_Dated\_\_\_\_

No.\_\_\_\_\_Dated\_\_\_\_\_

No.\_\_\_\_Dated\_\_\_\_

Name & Title (Typed)

Signature

Contractor's License Number

Federal Tax I.D. Number

CORPORATE SEAL

# 2018 Pavement Repairs Jackson County Board of County Commissioners

				August	23, 2018
				Unit	Total
Item	Description	Unit	Quantity	Price	Price
	Kynesville Road	•			
1	Mobilization and MOT	LS	1	\$	\$
	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt,				
	Prime, and 1' Limerock Base, and 1' Structural Fill)				
2	8' x 70'	SY	62	\$	\$
3	7' x 210'	SY	163	\$	\$
4	6' x 30'	SY	20	\$	\$
5	6' x 150'	SY	100	\$	\$
6	6' x 75'	SY	50	\$	\$
7	10' x 600'	SY	667	\$	\$
8	10' x 100'	SY	111	\$	\$
9	1-1/2" Asphalt Overlay Including Tack 600' x 24'	SY	1600	\$	\$
	Total				\$0.00

	Intersection of Browntown Road and Sanders Ro	oad		
1	Mobilization and MOT	LS	1	\$ \$
2	Clip Edges, Pavement Prep, and Tack	SY	315	\$ \$
3	1-1/2" Asphalt SP 9.5	SY	315	\$ \$
	Total			\$

	Mockingbird Road at Suncrest Road (100' on Mocking	nabird		
1	Mobilization and MOT	LS	1	\$ \$
2	Clip Edges, Pavement Prep, and Tack	SY	275	\$ \$
3	1-1/2" Asphalt SP 9.5	SY	275	\$ \$
	Total			\$
	Laramore Road			
1	Mobilization and MOT	LS	1	\$ \$
	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt, Prime, and 1' Limerock Base, and 1' Structural Fill)			
2	10' x 60'	SY	45	\$ \$
	Total			\$
	Old US 90 from El Bethel Ch Rd to US 90			
1	Mobilization and MOT	LS	1	\$ \$
2	Pavement Prep and Tack	SY	6,920	\$ \$
3	1-1/2" Asphalt SP 9.5	SY	6,920	\$ \$
	Total			\$

	Sunrise Drive				
1	Mobilization and MOT	LS	1	\$	\$
	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt,				
	Prime, and 1' Limerock Base, and 1' Structural Fill)				
2	250'x19'	SY		\$	\$
3	60' x 19'	SY		\$	\$
	Total				\$
	Henderson Road				
1	Mobilization and MOT	LS	1	\$	\$
•	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt,			÷	Ψ
	Prime, and 1' Limerock Base, and 1' Structural Fill)				
2	120'x 20'	SY		\$	\$
3	6' x 24'	SY		\$	\$
4	40'x 10'	SY			
5	4'x 20'	SY			
6	10'x 20'	SY			
	Total				\$
	Willis Road				
1	Mobilization and MOT	LS	1	\$	\$
	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt,				
	Prime, and 1' Limerock Base, and 1' Structural Fill)				
2	5'x 30'	SY		\$	\$
	Total				
	New Hope Road				
1	Mobilization and MOT	LS	1	\$	\$
•	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt,			÷	Ψ
	Prime, and 1' Limerock Base, and 1' Structural Fill)				
2	150'x 30'	SY		\$	\$
	Total				
	Leland Road				
1	Mobilization and MOT	LS	1	\$	\$
	Cut Out 2' Deep and Replace - (includes 1-1/2" Asphalt,				
	Prime, and 1' Limerock Base, and 1' Structural Fill)				
2	200'x 20'	SY		\$	\$
3	10'x 5'	SY			
4	10'x 40'	SY			
	Total				
	Total All Base Bid				\$

#### TRENCH EXCAVATION SAFETY CERTIFICATION

Pursuant to Florida Statutes 553.63, the Contractor or Subcontractor when performing trench excavation in excess of five feet (5') will comply with the following requirements:

(1) The Contract bid submitted by the contractor who will perform such excavation shall include:

a. A reference to the trench safety standards that will be in effect during the period of construction of the project.

b. Written assurance by the contractor performing the trench excavation that such contractor will comply with the applicable trench safety standards.

(2) A contractor perform trench excavation shall:

a. As a minimum, comply with the excavation safety standards which are applicable to a project.

b. Adhere to any special shoring requirements, if any, of the state or other political subdivisions which may be applicable to such a project.

c. If any geotechnical information is available form the owner, the contractor, or otherwise, the contractor performing trench excavation shall consider this information in the contractor's design of the project. This paragraph shall not require the owner to obtain geotechnical information.

(3) The separate item identifying the cost of compliance with trench safety standards shall be based on the linear feet of trench to be excavated. The separate item for special shoring requirements, if any, shall be based on the square feet of shoring used. Every separate item shall indicate the specific method of compliance as well as the cost of that method.

The contractor shall complete this form and submit it to the owner as a part of the bidding proposal package.

The undersigned, herein called "Bidder", has determined to his/her own complete satisfaction that all portions of the Florida Trench Safety Act (90-96, Laws of Florida) as the OSHA Excavation Safety Standards 29, CFR part 1926.650 Subpart P, will be fully complied with and executed property on this project.

Bid No. 1718-Eng 7

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

Bidder\_

Trench Safety Measure Measure (Description)	(Quantity)	Unit Cost	Unit Cost	Extended	
A					
B					
С					
D					
			Total \$		
In witness whereof, the, 20 Firm: By: Title:	)		nis signature and	attixed his seal	this day of
(SEAL)					
Sworn to and subscribed befo	ore me this	_ day of		, 20	

Notary Public

Bidder\_\_\_

#### STATEMENT OF EXPERIENCE

Bidder:			
How Long in Business:		At Currer	ent Address
Principals:		Title	
		Title	
		Title	
Number of Personne	I Currently Employed:		-
Number of Personne	Available for Project:		-
Gross Construction R	Revenue for Previous Year \$_		
Type of Work Normally Performed:			

Bidder must list largest 10 projects completed or currently under construction within the past 18 months, performed either as general contractor or sub contractor. List projects in order of dollar value from greatest to least. Do not omit any projects. Failure to include project may result in determination of non-responsive bid.

Project Name:			
		Amount \$	
Project Begin Date:_		Project Completion Date:	
Engineer:		Telephone No	
Owner:		Telephone No.	
Project Name:			
		Amount \$	
Project Begin Date:_		Project Completion Date:	
Engineer:		Telephone No	
Owner:		Telephone No.	
Project Name:			
		Amount \$	
Project Begin Date:_		Project Completion Date:	
	00300-7	Bid Proposal	

Enaineer:	Telephone No
-	Telephone No.
Project Name:	
	Amount \$
Project Begin Date:	Project Completion Date:
Engineer:	Telephone No.
Owner:	Telephone No.
Project Name:	
	Amount \$
Project Begin Date:	Project Completion Date:
	Project Completion Date: Telephone No
Engineer:	
Engineer: Owner: Project Name:	Telephone No.
Engineer: Owner: Project Name:	Telephone No
Engineer: Owner: Project Name: Project Begin Date:	Telephone No Telephone No. Amount \$
Engineer: Owner: Project Name: Project Begin Date: Engineer:	Telephone No Telephone No. Amount \$ Project Completion Date:
Engineer: Owner: Project Name: Project Begin Date: Engineer: Owner:	Telephone No Telephone No. Amount \$ Project Completion Date: Telephone No
Engineer:	Telephone No Telephone No. Amount \$ Project Completion Date: Telephone No Telephone No.
Engineer: Owner: Project Name: Project Begin Date: Engineer: Owner: Project Name:	Telephone No Telephone No. Amount \$ Project Completion Date: Telephone No Telephone No.
Engineer:	Telephone No Telephone No Amount \$ Project Completion Date: Telephone No Telephone No

8.

	Amount \$
Project Begin Date:	Project Completion Date:
Engineer:	Telephone No
Owner:	Telephone No.
Project Name:	
	Amount \$
Project Begin Date:	Project Completion Date:
Engineer:	Telephone No
Owner:	Telephone No.
Project Name:	
	Amount \$
Project Begin Date:	Project Completion Date:
Engineer:	Telephone No.
<b>O</b> utroom	Telephone No.

#### SUBCONTRACTOR LISTING

The Bidder has fully investigated each subcontractor listed and has in his/her files evidence that each subcontractor fully complies with the requirements of these specifications, has engaged successfully in the line of work for a reasonable period of time, that it maintains a fully equipped organization capable, technically and financially, of performing the work required, and that he/she had made similar installations in a satisfactory manner.

Bidder\_

Name of Subcontractor	Description of Work	
	<u> </u>	
EOI		
	PMENT AND MATERIAL LISTING	-
The Bidder will furnish the following	items of equipment and materials:	
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
Name of Manufacturer	Description of Material and Equip	oment
<u>Name of Manufacturer</u>	Description of Material and Equip	oment
<u>Name of Manufacturer</u>		<u>oment</u>

#### SECTION 00310

#### **BID BONDS**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,				
	as Principa	al, and	as Surety, are	
hereby held and firmly bound unto the <u>COUNTY OF JACKSON</u> , <u>STATE OF FLORIDA</u> , as Owner in the penal sum of <u>5% of the Accompanying Bid</u> for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.				
Signed this	day of	20		

The condition of the above obligation is such that whereas the Principal has submitted to

the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into 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 in the Form of Contract attached hereto (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 any extension of the time within which the Owner 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 are 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
By:	
	Surety
By:	
	[SEAL]

**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 where the project is located.

#### SECTION 00320

#### CERTIFICATION BY BIDDER

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ( ) No ( )

- Compliance reports were required to be filed in connection with such contract or subcontract. Yes () No ()
- Bidder has filed all compliance reports due under applicable instructions, including SF 100. Yes ( ) No ( )
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes ( ) No ( )

NAME AND TITLE OF SIGNER (Please Type):

Name

Title

(Signature)

(Date)

Bidder\_\_\_\_

#### **SECTION 00330**

#### CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

#### 2018 Pavement Repairs Project

Name of Prime Contractor:

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings ( if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained.

Print Name and Title of Signer:

Print Name

Print Title

Signature

Date

#### CONTRACTOR

#### Section 3 Plan Format

\_\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within Jackson County, Florida.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*E. To insure this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

\* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.

Bidder\_\_\_\_

As officers and representatives of \_\_\_\_\_

(Name of Contractor)

We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date

Bidder\_\_\_\_

#### TABLE A PROPOSED SUBCONTRACTORS BREAKDOWN

FOR THE PERIOD COVERING \_\_\_\_\_\_, 20\_\_\_\_, THROUGH \_\_\_\_\_\_, 20\_\_\_\_

#### (DURATION OF THE CDBG-ASSISTED PROJECT)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OR PRO- FESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA
* The Project Area is c	oextensive with or ir	ncluded within Jackson Co	ounty's boundaries.	
Company				

Project Name

Project Number

EEO Officer (Signature)

Date

#### ESTIMATED PROJECT WORKFORCE BREAKDOWN

	ESTIMATED PI	ROJECT WORKFORC	E BREAKDOWN	
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSTITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RENTAL/MANGMT				
OFFICE CLERICAL				
SERVICE WORKER				
OTHER				
TRADE:	I	I	I	1
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:		1	1	1
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				
TRADE:				1
JOURNEYMEN				
HELPERS				
APPRENTICES MAXIMUM NO.				
TRAINEES				
OTHERS				

\*Lower Income Project Area residents. Individuals residing within Jackson County, Florida, whose family income does not exceed 80% of the

median income in the State.

Company

#### TABLE B ESTIMATED PROJECT WORKFORCE BREAKDOWN CERTIFICATION BY PROPOSED CONTRACTOR REGARDING EQUAL EMPLOYEMENT OPPORTUNITY

NAME OF CONTRACTOR

PROJECT NUMBER

#### INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractors has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

#### SUBCONTRACTOR'S CERTIFICATION

#### NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1.	Bidder has participated in previous contract subject to the Equal Opportunity Clause.
	Yes ( ) No ( )
2.	Compliance reports were required to be filed in connection with such contract or subcontract.
	Yes ( ) No ( )
3.	Bidder has filed all compliance reports due under applicable instructions, including SF-100.
	Yes ( ) No ( ) NA ( )
4.	Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as
	amended? Yes ( ) No ( )

NAME AND TITLE OF SIGNER (Please Type):

Signature

Date

#### CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREATION FACILITIES

NAME OF SUBCONTRACTOR

PROJECT NAME AND NUMBER

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE of Signer (Print or Type):

Signature

Date

#### CERTIFICATION OF LABOR STANDARDS AND WAGES

TO (Appropriate Recipient):

DATE:

c/o

PROJECT NUMBER (If any):

PROJECT NAME:

- 1. The undersigned, having executed a contract with <u>The County of Jackson, State of Florida</u>, for the construction of the above-identified project, acknowledges that:
  - a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.

4. He certifies that:

a) The legal name and the business address of the undersigned are:

b) The undersigned is:		
(1) A single proprie	etorship (3) A corporation	n organized in the State of
(2) A partnership	(4) Other organi	ization (Describe)
c) The name, title and addre	ess of the owner, partners or officers of the	e undersigned are:
Name	Title	Address

Bidder\_

#### CERTIFICATION OF LABOR STANDARDS AND WAGES

	d)	d) The names and addresses of all other persons , both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are ( <i>if none, so state</i> ):			e, having a substantial interest in the	
		Name		Title		Address
					_	
					_	
					_	
					_	
					_	
	e)	a substantial interest are ( <i>if none,</i>	classification so state):	s of all other building co	onstru	uction contractors in which the undersigned has
		Name		Title		Address
					_	
					_	
					_	
					_	
					_	
			-		(C	Contractor)
Data				D.r		
Dale				Dу		

#### WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, .... Makes, passes, utters, or publishes any statement, knowing the same to be false .... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

TO (Appropriate Recipient):

DATE:

#### CERTIFICATION OF LABOR STANDARDS AND WAGES

c/o

PROJECT NUMBER (If any):

PROJECT NAME:

- 1. The undersigned, having executed a contract with The County of Jackson, State of Florida, for the construction of the aboveidentified project, acknowledges that:
  - a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

#### 2. He certifies that:

- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
- He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.

#### 4. He certifies that:

a) The legal name and the business address of the undersigned are:

b) The undersigned is:		
(1) A single proprieto	orship (3) A corporatio	n organized in the State of
(2) A partnership	(4) Other organi	ization ( <i>Describe</i> )
c) The name, title and addres	s of the owner, partners or officers of the	e undersigned are:
Name	Title	Address
d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are ( <i>if none, so state</i> ):		
Name	Title	Address

CERTIFICATION OF LABOR STANDARDS AND WAGES

Bidder\_

e) The names, addresses and trade a substantial interest are ( <i>if none,</i>	classifications of all other building cons so state):	struction contractors in which the undersigned has
Name	Title	Address
Hame	THUS .	Address
		(Contractor)
		(Contractor)
Date	Ву	
	WARNING	

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, .... Makes, passes, utters, or publishes any statement, knowing the same to be false .... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both.

#### SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted with Bid, Proposal, or Contract No. for
- 2. This sworn statement is submitted by \_\_\_\_\_\_ whose business address is \_\_\_\_\_\_ and (if applicable) its Federal Employers Identification Number (FEIN) is \_\_\_\_\_\_. (If the entity has no FEIN, include the social security number of the individual signing this sworn statement: \_\_\_\_\_\_.)
- 3. My name is \_\_\_\_\_\_ and my relationship to the entity named above is
- 4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), <u>Florida Statutes</u>, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another persons, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 7. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- 8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Bidder

- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, <u>AND</u> (Please indicate which additional statement applies.)
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order was entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attached a copy of the final order.)
- \_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_, who, after first providing \_\_\_\_\_\_ for identification and being sworn by me, affixed his signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

#### **SECTION 00360**

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principal:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Street Address

City, State, Zip

Local Government

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

#### Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

	-
Name	
Title	-
Firm	-
Street Address	-
City, State, Zip	-
Date	-

Bidder

# SECTION 00500

# CONTRACT

THIS AGREEMENT, is dated as of the \_\_\_\_\_ day \_\_\_\_\_, in the year 20\_\_\_\_, by and between <u>JACKSON COUNTY</u>, a political subdivision of the State of Florida (hereinafter called OWNER) and \_\_\_\_\_\_(hereinafter called CONTRACTOR).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter set forth, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction generally described as follows:

# 2018 Pavement Repairs Project

The Work will be substantially completed within <u>120</u> days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within <u>150</u> days after the date when the Contract Times commence to run.

Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the paragraph above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. It shall be specifically noted that time extensions are granted only for <u>abnormal</u> weather conditions as it relates to rain days. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER <u>Four Hundred Fifty and no/100</u> dollars (<u>\$450.00</u>) for each day that expires after the time specified above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER <u>Four Hundred</u> and no/100 dollars (<u>\$400.00</u>) for each day that expires after the time specified for completion and readiness for final payment.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in the General Conditions.

The OWNER and the CONTRACTOR shall also be bound by and comply with each of the provisions included in Attachment A which is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate, each of which shall be deemed an original. This agreement will be effective in the year and day first above mentioned.

Jackson County, Florida, Owner	N N
	Contractor
2864 Madison Street, Marianna, FL 32448	
	Address
	License No.
	Fed. Tax I.D. No
Ву:	Ву:
Signature	Signature
Eric Hill, Chairman	Name and Title
Attest:	Attest:
[CORPORATE SEAL]	[CORPORATE SEAL]

# ATTACHMENT A

- 1. Termination (Cause or Convenience)
  - a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
  - b. This contract may be terminated in whole or in part in writing by the owner for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1a above.
  - c. If termination for default is effected by the owner, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the owner because of the contractor's default.

If termination for convenience is effected by the owner, the equitable adjustment shall include reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g. suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- d. Upon receipt of a termination action under paragraphs a or b above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the owner all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
- e. Upon termination, the owner may take over the work and may award another party a contract to complete the work described in this contract.
- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the contractor. In such event, adjustment of the contract price shall be made as provided in paragraph c above.

#### 2. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the owner and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

#### 3. Compliance

The contractor shall comply with all of the following:

a. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of

Labor regulations (41 CFR Chapter 60).

- b. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 5).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- d. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

#### 4. Access to Records

The owner, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

#### 5. Retention of Records

The contractor shall retain all records relating to this contract.

#### 6. Environmental Compliance

If this contract exceeds \$100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

## 7. Energy Efficiency

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### 8. Conflicts with Other Clauses

If this contract contains any clause(s) which conflict with the above clauses, then this contract will be governed by the clause(s) contained in this Attachment A. In the event of conflict between the contract documents, the following order of precedence shall apply to resolve any conflict with smaller item numbers taking precedence over larger numbered items:

- 1.1. CONTRACT AGREEMENT
- 1.2. SPECIAL PROVISIONS
- 1.3. PLANS, NOTES, AND QUANTITIES
- 1.4. SPECIAL CONDITIONS
- 1.5. GENERAL CONDITIONS
- 1.6. FDOT STANDARDS AND SPECIFICATIONS

Any provisions of the Contract Documents related to conditions of payment or performance of the Work by the Contractor may be waived by the Owner. Nothing in these conditions or any other Contract Documents shall be deemed to give any rights or remedies to any person, other than the Contractor or the Owner (or as otherwise may be required by statutory law). There are no intended third party beneficiaries of the Contract Documents

9. Hold Harmless FDOT and Jackson County - the following language shall be included in all contracts and subcontracts:

Contractor shall indemnify, defend, save, and hold harmless the DEPARTMENT, COUNTY, and all of their officers, agents, consultants or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees.

# SECTION 00510 PERFORMANCE AND PAYMENT BONDS

# **CONSTRUCTION PAYMENT BOND**

CONTRACTOR (Name and Address):		
SURETY (Name and Principal Place of Business):		
OWNER: Jackson County, a political subdivision o 32446, 850-482-9633	f the State of Florida, 28	64 Madison Street, Marianna, FL,
CONSTRUCTION CONTRACT: (Date)	(Amount)	
(Description - Name and Location)		
BOND: (Date - not earlier than Construction Contra (Amount) Modificat		
CONTRACTOR AS PRINCIPAL Company:	SURETY Company:	
Signature:	Signature:	
Name and Title:	Name and Title:	
(Corporate Seal)		(Corporate Seal)
CONTRACTOR AS PRINCIPAL Company:	SURETY Company:	
Signature:	Signature:	
Name and Title:	Name and Title:	
(Corporate Seal)		(Corporate Seal)

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens, or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Contractor Default.
- 3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - a. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - b. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - c. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii) or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to the Surety, the Owner of the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and the provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
- 14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS:

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

# **CONSTRUCTION PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable:

CONTRACTOR (Name and Address):\_\_\_\_\_

SURETY (Name and Principal Place of Business): \_\_\_\_\_

OWNER Jackson County, a political subdivision of the State of Florida, 2864 Madison Street, Marianna, FL, 32446, 850-482-9633

CONSTRUCTION CONTRACT: (Date) \_\_\_\_\_ (Amount) \_\_\_\_\_

(Description - Name and Location)

BOND: (Date - not earlier than Construction Contract Date)

(Amount) \_\_\_\_\_ (Modifications to this Bond Form) \_\_\_\_\_

CONTRACTOR AS PRINCIPAL Company:

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

Name and Title: \_\_\_\_\_

\_

(Corporate Seal)

CONTRACTOR AS PRINCIPAL Company:

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

Name and Title: \_\_\_\_\_

(Corporate Seal)

SURETY Company:

Signature: \_\_\_\_\_-

Name and Title: \_\_\_\_\_

(Corporate Seal)

SURETY Company:

Signature:

Name and Title: \_\_\_\_\_

(Corporate Seal)

- 1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- 2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- 3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- 4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 on excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - a. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    - b. Deny liability in whole or in part and notify the Owner citing reasons therefor.
- 5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom

and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent of this Bond shall be construed as a statutory bond and not as a common law bond.

- 12. Definitions:
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and property payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms hereof.

# SECTION 00641 CERTIFICATE OF FINAL COMPLETION

CA/FDOT No.:	EDA No.:	Engineer's No.: <u>1718-Eng 7</u>
his Certificate of Final Comple becified parts thereof:	etion applies to all Work under th	e Contract Documents or to the following
		y authorized representatives of OWNER, ared to be complete in accordance with the
-	Date of Final Completion	on
otice to Proceed:		
otice Contract Time		(CALENDAR DAYS)
dditional Contract Time		(CALENDAR DAYS)
otal Approved Contract Time:		CALENDAR DAYS)
ctual Contract Time		(CALENDAR DAYS)
napproved Construction Time	9:	(CALENDAR DAYS)
warranty inspection will be he he Warranty will expire on:	eld on:	
he following documents are a his certificate constitutes an a ertification shall not release th	attached to and made a part of thi acceptance of work in accordance accordance of work in accordance	s Certificate:
he following documents are a his certificate constitutes an ertification shall not release th The Performance Bond remai	attached to and made a part of thi acceptance of work in accordance accordance of work in accordance	s Certificate: ce with the Contract Documents. Howeve any obligations under the Contract Docum the three (3) year warranty period.
he following documents are a his certificate constitutes an ertification shall not release th The Performance Bond remai	attached to and made a part of thi acceptance of work in accordance ne Contractor or its sureties from ns in full force and effect through	s Certificate: ce with the Contract Documents. Howeve any obligations under the Contract Docum the three (3) year warranty period. Larry Alvarez
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ne following documents are a nis certificate constitutes an a ertification shall not release th he Performance Bond remain xecuted by ENGINEER on	attached to and made a part of thi acceptance of work in accordance ne Contractor or its sureties from ns in full force and effect through By:	s Certificate:
he following documents are a his certificate constitutes an a ertification shall not release th he Performance Bond remain xecuted by ENGINEER on ONTRACTOR accepts this C	attached to and made a part of thi acceptance of work in accordance the Contractor or its sureties from ns in full force and effect through By: By: By:	s Certificate:
he following documents are a his certificate constitutes an a ertification shall not release th he Performance Bond remain xecuted by ENGINEER on ONTRACTOR accepts this C	attached to and made a part of thi acceptance of work in accordance ne Contractor or its sureties from ns in full force and effect through By:	s Certificate:

## SECTION 00650

## RELEASE OF LIEN

#### STATE OF FLORIDA COUNTY OF JACKSON

I, \_\_\_\_\_\_, having been first duly sworn, do now depose and say: That all person, firms, and corporations, who have furnished services, labor, or materials for use on the Jackson County, Florida, Project Contract No. \_\_\_\_\_\_, Florida Department of Transportation Contract No. \_\_\_\_\_\_, have fully completed their respective work, and it has been accepted by the Owner of said real estate; and there are no bills for labor or materials or appliances in connection with such construction which have not been paid.

Contractor's Representative

(SEAL)

Subscribed and sworn to before the undersigned, a Notary Public for the State of Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

My commission expires \_\_\_\_\_.

1

	PERIODIC PAY E	ESTIMATE NO	
	PERIOD	TO	
OWNER:	Jackson County	CONTRACTOR:	
	2864 Madison Street		
	Marianna, FL 32448		
PROJECT:	2018 Pavement Repairs Project	PROJECT NO.: <u>1718-ENG 7</u>	

# ESTIMATE:

1. Original Contract	\$
2. Change Orders (Approved)	\$
3. Revised Contract (line 1 + line 2)	\$
4. Work Completed	\$
5. Stored Materials	\$
6. Subtotal (4 +5)	\$
7. Retainage (10%)	\$
8. Previous Payments	\$
9. Amount Due (6-7-8)	\$

\* Detailed breakdown attached.

# CONTRACT TIME

Remaining Contract Calendar Days       Project on Schedule Yes No	Original Contract Calendar Days Revised Contract Calendar Days Remaining Contract Calendar Days	Starting Date Completion Date Project on Schedule Yes No	
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#### RELEASE OF LIEN AFFIDAVIT/CERTIFICATIONS

Certification of Contractor:

As authorized agent for the Contractor, I the undersigned, hereby certify that to the best of my knowledge and belief, this is a true and correct statement of work performed and materials delivered. I further certify that the Contractor has good title for all materials delivered under this Periodic Payment Estimate and there are no vendors' liens, mechanics' liens, or other liens or rights to liens against this job, and that all previous Periodic Payment Estimates received under this contract have been applied to discharge in full all of the contractor's obligations, reflected in prior Periodic Payment Estimates, and that hourly wages paid to all employees on the project for the period of this estimate are in accordance with the wage scale determination contained in the contract documents.

Signature:			Date:	
0	~			

Contractor Name and Title

Certification of Resident Inspector:

I certify that I have checked and verified the quantities of work performed and stored materials claimed on this Periodic Estimate and to the best of my knowledge and belief it is a true and correct representation by the Contractor.

Signature:		Date:
APPROVED FOR PA	YMENT	
Signature:	County Engineer	Date:
Signature:	County Administrator	Date:
Signature:	Chairman BCC	Date:
**	*********	*****
For local government	use only (as local procedures require):	
Reviewed:	Name and Title	Date:
Reviewed:	Name and Title	Date:
(An approved pay est	imate breakdown will be attached)	

#### SUPPLEMENTAL GENERAL CONDITIONS

The Supplemental General Conditions contained in this Section are intended to cooperate with, to supplement, or to modify the General Conditions and other Specification and in case of disagreement, the intent of the supplemental General Conditions shall govern.

- 1. Special Hazards
- 2. Public Liability and Property Damage Insurance
- 3. Photographs of Project
- 4. Builder's Risk Insurance
- 5. Construction Office
- 6. Sanitation
- 7. Ordinances, Regulations, Standards, and Codes
- 8. Connecting to Work of Others
- 9. Cleaning Up
- 10. Hours of Work
- 11. Testing
- 12. Safety and Protection
- 13. Water
- 14. Electricity
- 15. Permits & Licenses
- 16. Lines and Grades
- 17. Salvage
- 18. Disruption of Utilities
- 19. Underground Obstructions
- 20 Labor Provisions
- 21. Use of Premises
- 22. Access to Property
- 23. Drawings
- 24. Contractor Services

#### 1. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

#### No known special hazards.

# 2. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required in the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$1,000,000. In addition, where project requires work within railroad right-of-way, contractor shall secure and maintain insurance in the amounts and types required by the railroad. In general, railroad companies require General Liability limits of \$3,000,000 with public liability and property damage liability of \$3,000,000 per occurrence. The railroad company shall be included as an additional insured.

The Contractor shall either: (1) require each of his subcontractors to procure and to maintain during the life of his subcontract: Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, (2) insure the activities of his subcontractors in his own policy.

# 3. PHOTOGRAPHS OF PROJECT

As provided in paragraph 49 of the General Conditions, the Contractor will furnish photographs the number, type and stage as enumerated below:

#### No Photographs Required

#### 4. BUILDER'S RISK INSURANCE

The Contractor <u>will</u> maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the contractor, and all subcontractors, as their interests may appear.

#### 5. CONSTRUCTION OFFICE

No construction office is required by this Contract, except as required in the Bid Proposal. If the Contractor wishes the use of office facilities, however, he/she shall provide his/her own as none will be made available by the Owner.

#### 6. SANITATION

Sanitary conveniences for the use of persons employed on the work shall be erected and maintained free from nuisance by the Contractor in a manner and at locations satisfactory to the Owner and their use shall be strictly enforced. Upon completion of the work, they shall be removed, leaving the premises clean.

#### 7. ORDINANCES, REGULATIONS, STANDARDS, AND CODES

A. The work shall conform with all State and local ordinances or regulations governing the installation of such improvements. If work as laid out, indicated, or specified is contrary to or conflicts with State and local ordinances or regulations, the Contractor shall report the same to the Engineer before submitting his/her bid. The Engineer will then issue instruction as to procedure.

B. If the Contractor fails to notify the Engineer of conflicts or omissions as noted above, all changes required to comply with the ordinances and regulations shall be made without additional expense to the Owner.

#### 8. CONNECTING TO WORK OF OTHERS

Before starting his/her work and from time to time as his/her work progresses, the Contractor and each subcontractor shall examine the work and materials installed by others insofar as they apply to his/her own work and shall notify the Engineer immediately in writing if any conditions exist which will prevent satisfactory results in the installation of the system. Should the Contractor or Subcontractor start his/her work without such notification it shall be construed as an acceptance by him/her of all claims or questions as to the suitability of the work of others to receive his/her work. He/she shall remove and/or replace, at this/her own expense, all work under this Contract which may have to be removed on account of such defects.

#### 9. CLEANING UP

A. The contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his/her employees or work, and at the completion of the work he/she shall remove all his/her rubbish from and about the work area and all surplus materials and shall leave his/her work "broom clean", "rake clean", or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor as the Engineer shall determine to be just.

B. On-site burning of waste material will not be permitted.

C. All damage to existing areas shall be restored as the Engineer directs. Payments may be withheld until such work is accomplished.

#### 10. HOURS OF WORK

A. The Contractor shall submit to the Engineer for approval his/her proposed working hours.

B. The approved working hours shall be utilized by all the Contractor's personnel and all Subcontractor's personnel.

C. Any subsequent proposed changes in working hours shall be submitted for approval.

# 11. TESTING

Testing to determine compliance with the Plans and Specifications will be performed by a qualified testing laboratory as directed by the Engineer. All costs for testing shall be borne by the Contractor. Where re-testing is required due to the Contractor not having complied with Plans, Specifications, or the Engineer's instructions, the cost of such re-testing shall be borne by the Contractor.

## 12. SAFETY AND PROTECTION

A. To protect persons, including the workmen, from injury and to avoid property damage and damage to this work, adequate barricades, construction signs, torches, lanterns, and guards as required shall be placed and maintained by the Contractor during the progress of the construction work and in the case of work on or near traveled roadways until it is safe for traffic to use the highway. All materials, piles, equipment, pipe, excavations, and mounds of earth which may serve as obstruction to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of the local authorities respecting safety provisions shall be observed.

B. The Contractor shall carry on work in a manner which will cause the least interruption to both vehicular and pedestrian traffic. Where applicable, not more than two (2) consecutive blocks shall be closed to through travel, including the cross street intersected.

C. The Contractor shall provide safe and proper means of ingress and egress to and from all public and private properties for the duration of construction. Where traffic must cross open trenches, suitable bridges shall be provided at all public and private crossings.

D. The Contractor shall be held liable for any property damage and/or personal injury resulting from his/her failure to take adequate safety precautions. He/she shall indemnify the Owner and Engineer from all claims arising from such negligence.

E. Temporary support, adequate protection and maintenance of all underground and surface structures, utilities, drains, sewers, and other obstructions encountered in the progress of the work shall be installed at no additional cost to the Owner. The structure which may have been disturbed shall be restored as soon as possible.

F. The Contractor shall be entirely responsible for all obstructions, regardless of whether or not shown on the Plans. Any obstructions encountered at any time and in any location shall be provided for in the most practical manner. In the case of utilities, they shall be kept in operation unless written permission from the Owner of the utilities allowing temporary interruption of service is obtained. Should it become necessary to install temporary lines, temporary pumps, temporary support, temporary protection, or other means be provided for the continuous operation of utilities, all this work shall be done, maintained, operated, and removed upon completion, at no additional cost to the Owner. No trees are to be removed, pruned, or have roots cut, except when approved by the Engineer. The Contractor shall be responsible for damage to trees, shrubs, grass, plants, etc., due to construction or related activity.

G. The Contractor will not be required to move or remove any privately owned utilities, such as gas mains and services, electric transmission lines and poles, telephone cables, etc., or to move or remove any publicly owned utilities except as specifically required in the Plans and Specifications.

#### 13. WATER

Water for testing, sterilization, and other purposes connected with the work shall be provided, secured and purchased by the Contractor.

#### 14. ELECTRICITY

Electricity as may be required for construction and other purposes connected with this Project shall be secured and purchased by the Contractor.

# 15. PERMITS AND LICENSES

Permits and licenses will <u>NOT</u> be required by the City or County. The Contractor shall be required to be registered to do business in the State of Florida. The Contractor or his/her subcontractors shall be currently licensed by State and Local governments for all types of work required as a part of this contract. Contractor shall submit Notice of Intent (NOI) and Storm Water Pollution and Prevention (SWPPP) if applicable.

# 16. LINES AND GRADES

The Contractor shall furnish and set all necessary stakes to establish the line and grade as shown on the Drawings, and lay out each portion of the work of his/her Contract. The Contractor shall be responsible for the layout of all such lines and grades, which will be checked and verified by the Engineer. The Engineer will provide benchmark elevations and reference points for control of the work.

## 17. SALVAGE

A. All material salvaged from connections or cut-ins to existing systems, removal of existing facilities, etc., shall remain the property of the Owner. The Contractor shall remove all salvaged materials from the construction sites as work progresses and store them in a place designated by the Owner for this purpose.

B. Under no circumstances are salvaged materials to be re-used in this project unless indicated on the Drawings and/or specified herein or directed by the Owner for this purpose.

# 18. DISRUPTION OF UTILITIES

The Contractor is hereby notified that his/her work shall be so scheduled and performed as to provide a minimum of interference with any and all utility services. If, because of construction operations, it is necessary to interrupt such utility services, a designated representative of the owner of the utility involved shall be advised in writing not less than forty-eight (48) hours advance of such interruption. Work of this type shall be scheduled to be performed during periods of minimum demand on the utility involved and within the time limit established by the owner's representative. Periods of shutdown longer than those established as the maximum by the owner of the utility involved will not be permitted. If such shutdowns occur, the Contractor will be considered liable for damages resulting from this cause.

#### 19. UNDERGROUND OBSTRUCTIONS

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete, and debris. No extra payment will be allowed for the removal, replacement, repair of possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.

#### 20. LABOR PROVISIONS

A. The Contractor and his/her Subcontractors shall discharge whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

B. No person whose age or physical condition is such as to make his/her employment dangerous to his/her health and safety and to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen (16) years be employed.

C. Should the Contractor fail to remove such person or persons ordered discharged under the provisions of this Paragraph or fail to furnish suitable or sufficient machinery, equipment or force for the proper prosecution of the work the Engineer may withhold all estimates which are, or may become due, or may suspend the work until such orders are complied with.

D. The equipment used on any portion of the work shall be such that no injury to adjacent property, or 00710-4 Supplemental General Conditions

to streets or highways will result from its use; equipment shall be modern, in good condition, and adequate in size to perform the work in satisfactory time intervals. No item of machinery or equipment, after once being placed on the work, shall be removed without the consent of the Engineer.

#### 21. USE OF PREMISES

A. The Contractor shall confine his/her apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his/her materials.

B. The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

C. The Contractor shall conduct the work so as to insure the least obstruction to traffic practicable, and shall provide for the convenience of the general public and of residents along and adjacent to the work in a manner satisfactory to the Engineer. Materials and equipment stored on the work site shall be placed so as to cause as little obstruction to the public as possible and shall be lighted and barricaded as hereinafter provided.

D. Streets shall not be closed, except when and where approved by the Engineer, and whenever the street is not closed, the work must be so conducted that there shall at all times be a safe passageway for traffic. Whenever it is necessary to divert traffic from any part of the work the Contractor shall provide and maintain a passable driveway approved by the Engineer.

E. Suitable barricades, danger warnings, detour signs, etc., as hereinafter provided, shall be maintained by the Contractor in all cases and the Engineer and the Fire Department and Police Department having jurisdiction shall immediately be notified by telephone, or otherwise, upon the closing and/or opening of each street or section thereof.

F. The Contractor shall provide, erect, and maintain, at his/her own expense, barricades, danger warnings, and detour signs whenever they may be necessary. He/she shall place sufficient lights on/or near the work and keep them burning from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the work; provide all watchmen by day or night and take all other precautions that may be necessary; he/she shall maintain proper guards and lights for the prevention of accidents, upon materials, supplies, and equipment, and take all other precautions that may be necessary for the proper protection of the work and public convenience and safety.

G. Streets closed to traffic shall be protected by effective barricades on which shall be placed acceptable warning signs. The Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections, and along the detour routes, directing the traffic around the closed portion or portions of the work, so that the temporary detour route or routes shall be indicated clearly throughout its or their entire length.

H. Fire hydrants on or adjacent to the work shall be kept accessible to the fire apparatus at all times and no material or obstructions shall be placed within ten (10) feet of any such hydrant. Adjacent premises must be given access as far as possible, and obstruction of sewer inlets, gutters, and ditches will not be permitted.

I. Unless otherwise expressly stipulated herein, the use of explosives is not contemplated in the prosecution of this Contract, and in no case will their use be permitted without the written permission of the City and/or County and a permit issued by the Chief of the Fire Department

J. Where such permission for the use of explosives is obtained, the Contractor shall use the utmost care so as not to endanger life or property, and whenever directed the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner, and all such storage places shall be marked clearly, "DANGEROUS EXPLOSIVES", and shall be in care of competent watchmen.

K. It shall be the responsibility of the Contractor to contact in writing the Fire and Police Departments having jurisdiction in the area where the work is being performed to obtain from then a summary of the information which should be provided to them while work is in progress. It shall then be the Contractor's responsibility to provide then with all such data.

## 22. ACCESS TO PROPERTY

The Contractor shall maintain or provide access to property normally entered via the job site during progress of the work. Bridges or other suitable crossings over ditches shall be provided as required and subject to approval by the Engineer.

### 23. DRAWINGS

A. It is expressly understood that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of his/her working drawings with the approved Plans and Specifications. The Contractor shall not attempt to construct the parts of the work for which such detailed drawings are required until he/she has submitted the drawings and received them back with written approval of the Engineer.

1. The contract price shall include the cost of furnishing all working drawings and the Contractor will be allowed no extra compensation for such drawings.

B. Where the word "similar" occurs on the Drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their locations and their connection to other parts of the work.

C. Where on any of the Drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, or where the word typical or (typ) is used, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

# 24. CONTRACTOR SERVICES

The Contractor shall provide qualified persons to assist the Engineer in making field checks, measurements, asbuilt checks, inspections, test runs, and the necessary work related to the project work.

#### SECTION 00715

#### SUPPLEMENTARY CONDITIONS

These Supplementary Conditions specifically amend or supplement other provisions of the Contract Documents. In the event of a conflict between these conditions, and other conditions, the more stringent shall govern.

The limits of liability for the insurance required by paragraph 5.4 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations.

5.4.1 and 5.4.2 Workers' Compensation, etc. under paragraphs 5.4.1 and 5.4.2 of the General Conditions.

(1) State:	Statutory
(2) Applicable Federal	Statutory
(3) Employer's Liability	\$100/100/500 (in thousands)

5.4.3, 5.4.4, and 5.4.5 Contractor's Liability Insurance under paragraphs 5.4.3 through 5.5.5 of the General Conditions which shall also include completed operations and products liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of Contractor:

(1) General Aggregate	
(Expect Products - Completed Operations)	\$1,000,000
(2) Products-Completed Operations Aggregate	\$1,000,000
(3) Personal/Advertising Injury	\$ 500,000
(4) Each Occurrence (Bodily Injury and	
Property Damage)	\$1,000,000
(5) Limit Per Person Medical Expense	\$ 10,000
(6) Excess Liability, Umbrella Form	
General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
(7) Porconal Injury Liability Coverage will include Clair	ne ariging out of

(7) Personal Injury Liability Coverage will include Claims arising out of Employment.

(8) Exclusion of Property in Contractor's Care, Custody or Control will be Eliminated.

(9) Property Damage Liability Insurance will Provide Coverage for Explosion, Collapse and Underground Damage.

5.4.6 Liability coverage for the following will be provided (subject to customary exclusions for professional liability) by a separate Protective Liability Policy issued by CONTRACTOR'S general liability carrier as additional insureds:

#### County of Jackson, State of Florida, Owner

5.4.10 The Contractual Liability coverage required by Paragraph 5.4.10 of the General Conditions shall provide coverage for not less than the following amounts:

(1) General Aggregate	\$1,000,000
(2) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof. This insurance shall:

5.6.1 include the interests of OWNER, CONTRACTOR, Subcontractors, and ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an

insured;

5.6.2 be written on a Builder's Risk "all risk" or open peril or special causes of loss policy from that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils: fire, lighting, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3 include expense incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4 cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5 be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.6 shall comply with the requirements of Paragraph 5.8 of the General Conditions.

General Condition 6.13 is amended as follows: OWNER will obtain and pay for any permit required from the Florida Department of Environmental Protection covering the construction of the proposed project except for the Notice of Intent to Use Generic Permit (NOI), which if required Contractor must obtain.

# END OF SECTION

#### SECTION 01000

#### **MEASUREMENT FOR PAYMENT**

#### PART 1 - GENERAL

#### <u>General</u>

The unit price or lump sum bid items shall be compensation in full for furnishing all materials, labor, equipment and incidentals necessary to complete the item in place in every detail in accordance with the plans and specifications. There will be no direct compensation for clean-up, restoration of property, and incidentals not shown in the proposal, and such incidentals shall be included in the unit price for the related item of work.

Contractor shall notify Engineer in advance of exceeding 90% of any pay item quantity if it is anticipated that the quantity will be exceeded.

All work shown in the drawings or needed in order to perform the Work shall be considered included in the pay items listed herein and in the Form of Proposal. If there is a conflict, the Pay Items in the Form of Proposal will prevail. Owner will retain 10% of the value of work complete until the Final Payment.

## PART 2 – BID ITEMS

#### Mobilization and General Conditions

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project sites and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities, record documents, and Contractor operating costs throughout the time of the Contract.

Partial payments will be made therefore in accordance with the following and prorated for in between percentages of work complete:

Percent of Original Contract	Allowable Percent of the Lump Sum
Amount Earned (work complete)	Price for Mobilization and General Conditions*
10	25
25	40
50	60
75	80
100	100

\*Partial payments for any project will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the project.

The Contractor shall provide a breakdown of its lump sum bid for mobilization if requested by the Engineer/Owner. If the Engineer/Owner determines that the Contractor's bid for mobilization is erroneous, the entire bid will be rejected.

#### Prevention of Erosion and Water Pollution

The lump sum bid item shall be compensation in full for furnishing all labor equipment and materials for all erosion control, storm water control, pollution prevention, including hay bales, socks, turbidity curtains, preparation and submittal of a SWPPP (if required), and all other items except silt fence.

### Silt Fence:

The contract unit price shall be compensation in full for one (1) linear foot of silt fence in place, and shall include maintenance of the silt fence throughout the life of the project including replacement of silt fence

and posts as needed or directed by Engineer.

#### Maintenance of Traffic

The lump sum bid for this item shall be compensation in full for furnishing all labor, equipment, signs, Temporary Striping or Pavement Markings, and materials for all maintenance of traffic required by this contract, FDOT Standards, or as directed by Engineer for all FDOT, County, City or private roadways. This includes preparation and submittal of plans, signs, and markings for any detours needed for the work.

#### Survey and Layout

Included with the Mobilization item, this item includes layout, staking, and survey as required for completion of this Work to the lines and grades in accordance with the plans and specifications.

#### Clearing, Grubbing and Grading

The lump sum bid for this item shall be compensation in full for clearing and grubbing all areas as required for completion of this project in accordance with the plans and specifications. Payment shall include the removal and off-site disposal of all clearing and grubbing debris, in accordance with all local, State, and Federal regulations. Right of Way and Easements shall be cleared and grubbed in their entirety, with exception of ornamental plants which shall be left undisturbed where possible or relocated as directed by Engineer.

#### Cut and Fill or Stabilized Subgrade Fill

The lump sum contract price shall be compensation in full for suitable fill and will be paid per lump sum, including moving, and compacting as shown on the plans, including labor, equipment and material for hauling, placing, compacting, testing, clean-up and any other for the placement of all fill needed to complete the Work (including hauling and disposing of any surplus material). Testing Certificates shall be provided by Contractor and approved by Engineer. All sand or sand-clay shall be approved by the Engineer before being used for backfill. Existing dirt may be used where it is suitable. Fill dirt shall be A-3 or approved mix per FDOT Standard Specifications. If requested, the Contractor shall furnish a certificate from a commercial testing laboratory attesting to the percentage of clay in the sand or sand-clay. No material may be used if the clay content is greater than 8 percent.

#### Limerock Base

The contract unit price shall be compensation in full for one square yard placed and compacted with an LBR of 100 at the specified thickness and will be paid per square yard as measured in place and as shown on the plans and quantities including labor, equipment and material for hauling, spreading, placing, finishing to grade, compacting, clipping, testing, clean-up and any other for the placement of all Limerock Base needed to complete the Work. Upon completion of the each course, Contractor shall inspect the work with Inspector or Engineer and shall repair any areas that have bumps or sags prior to placement of the next layer. Payment for these areas shall be incidental to the Work and shall be considered included in the pay items. Limerock shall be from an approved source and shall meet the FDOT requirements for Limerock Base material.

#### Tack Coat or Prime Coat

The contract unit price shall be compensation in full for one square yard of tack coat or prime coat, and will be paid per square yard as measured in place including hauling, placing, testing, clean-up and any other. Tack and prime coat shall be spread evenly over the entire surface to be coated at the approved spread rate determined by the Engineer for the field conditions. No payment shall be made for areas where tack coat is not applied at the approved spread rate.

#### **Pavement Preparation**

Pavement preparation shall be included with Asphalt unit price, including furnishing all labor, equipment, and material to prepare the pavement for paving, including sweeping, cleaning, patching potholes and bare areas, removal of incompatible patches, and any other items or work needed.

#### <u>Asphalt</u>

The contract unit price shall be compensation in full for one square yard placed and compacted at the specified spread rate and thickness and will be paid per square yard as measured in place and as shown on the plans and quantities including labor, equipment and material for hauling, spreading, placing, finishing to grade, compacting, testing, clean-up and any other for the placement of all asphalt needed to complete the Work. Upon completion of each course, Contractor shall inspect the work with Inspector or Engineer and shall repair any areas that have bumps or sags prior to placement of the next layer. Any asphalt layer that is the top course of asphalt shall be virgin mix only with no recycled asphalt included. Payment for these areas shall be incidental to the Work and shall be considered included in the pay items. The final Asphalt layer shall be finished to within ½" of the elevations shown or indicated by calculation and interpolation on the drawings.

## Concrete Driveways

The contract unit price for this pay item shall be compensation in full for Each (0ne) concrete driveway and shall include all labor, equipment and material to saw cut, remove, and replace the area of concrete needed to adjust the driveway to the proper elevation at the new edge of pavement to provide a smooth transition between the driveway and roadway. Some driveway may require a longer transitional area if the driveway elevation is different from the roadway. The slope in the transition shall not exceed 5% grade, and the break between the driveway and transition shall not be greater than 5%.

## <u>Pipe</u>

The contract unit price for the various sizes and types of pipe shall be compensation in full for one linear foot of pipe complete in place. The length of pipe installed will be measured from end to end of the pipe to the beginning of the mitered end if applicable and no deduction in length will be made for space in the line occupied by manholes or fittings. Installation of pipe includes excavation, compaction, testing, backfill and all fittings. This includes backfill material if the material excavated is determined by inspector to be unsuitable for re-use. Spoils shall be used on the shoulders or removed and disposed of by Contractor if the material can not be used on site. There shall be no additional payment for fill material at pipes or for disposing of unsuitable material.

#### Mitered End Sections

The contract unit price shall be compensation in full for one Mitered End Section of the various sizes and types complete with all items needed including anchor bolts, gaskets, clamps, concrete, rebar, formwork, backfill, anchors, epoxy, grates, and all other. For placing mitered ends on existing pipe, the pay item includes cutting the pipe, removal and disposal of existing headwalls or sand bags, any length of pipe needed to install the mitered end so that the installation meets allowable slope and shoulder requirements in accordance with the FDOT Standards and Specifications, and cleaning and removal of all sand and debris from the existing pipes on which the Mitered End Sections are being placed. This includes backfill material if the material excavated is determined by inspector to be unsuitable for re-use. Spoils shall be used on the shoulders or removed and disposed of by Contractor if the material cannot be used on site. There shall be no additional payment for fill material at pipes or for disposing of unsuitable material.

#### Grade and Shape or Grade Shoulders

The lump sum bid for this item shall be compensation in full for furnishing all labor, equipment, and material to rework the shoulders including fill and grade the shoulder and grading the front and back slopes as needed after the widening has been done. The intent is to disturb only the areas that need to be reworked to provide the slopes shown on the typical section and to provide positive drainage.

# Fill

Fill will be paid per cubic yard and is in place quantities as measured by the Engineer from the plans and sections, and includes hauling to and from site or on site as needed. A conversions factor of 1.25 shall be used to convert from in place to un-compacted or truck measure, and a factor of 1/1.25 or 0.8 shall be

used to convert from truck measure to in place.

#### Sod

The unit price for this item shall be compensation in full for one (1) square yard of solid sod complete and in place where specified. Where sod is being replaced on an established lawn, the new sod shall match the type removed or the adjacent sod.

#### Seed and Mulch

The unit price for this item shall be compensation in full for one (1) square yard of seed and mulch complete and in place in areas indicated in the contract to be disturbed that are not specified to receive sod. Where seed and mulch is being used to replace an established lawn, the new seed and mulch shall match the type removed or the adjacent sod. Where contractor causes damage to an existing lawn not indicated to be damaged, the area shall be replaced with matching sod at no cost to county.

#### Signs and Object Markers

The allowance for this item shall be used to provide the signs shown in the prices for signs for changes. The unit price for these items shall be compensation in full for one (1) each sign or object marker complete and in place where specified. Signs shall be the type indicated and in accordance with standards and specifications. Object markers shall be FDOT standard reflective pre-finished object markers for pipe ends and shall meet all requirements of the FDOT Specifications Section 705.

#### Fence - Remove and/or Replace or Add New

The unit price bid for this item shall be compensation in full for removing and resetting or replacing one (1) linear foot of fence of the various types encountered. Measurement will be made for the length authorized to be removed and replaced. Posts, fencing, gates, or other materials lost, damaged, or destroyed by the Contractor's operations shall be replaced with new material of the same type that existed prior to removal at the Contractor's expense. Fences that are removed and authorized by the Owner not to be reset will not be paid for. Gates are included in the unit price for fence, and shall be installed only where gates are existing or where indicated on the drawings.

#### Guard Rail

The unit price for this item shall be compensation in full for one (1) linear foot complete and in place where specified. Guard rail shall meet all the requirements of FDOT Standard Specifications for Road and Bridge Section 536 and 967 and shall be as per FDOT Standard Index 400 - Detail C. The number of End Assemblies indicated shall be included with the guard rail and included with the per foot price.

#### Contingency

This Lump Sum Item is for Owners use only and shall only be used when directed by County Engineer in writing by a Change Directive.

#### Striping

This Lump Sum Item shall include payment in full for the striping item indicated in the pay item.

#### Provide Record Documents ("As-Builts"):

This lump sum pay item shall be compensation in full for furnishing record drawings indicating pavement alignment, edge of pavement, service line locations, service line terminal points, valve locations, manholes, alignment, and any deviations from the plans. Record documents must be of professional quality, reproducible, and submitted to the Engineer for approval. Method of recording this information shall be approved by the Engineer prior to construction.

#### Turbidity Curtain:

This item is included in the item for Prevention of Erosion and Pollution Control, and shall be compensation in full for all turbidity curtain complete in place in accordance with FDOT index 103.

#### Remove and Replace Concrete Sidewalk or Ditch Paving:

The unit price bid for this item will be compensation in full for furnishing all material, labor, equipment, and incidentals to construct one (1) square yard of sidewalk or ditch paving. In measuring this item for payment, the length multiplied by the width will be the amount paid for. The width of the ditch paving as direct by Engineer in writing will be measured for payment. Concrete shall have a 28-day strength of not less than 3,000psi.

#### Remove and Replace Curb and Gutter:

The unit price bid for this item shall be compensation in full for furnishing all equipment, labor, materials, transportation, handling, delivery and all incidentals necessary for removing and replacing one (1) linear foot of concrete curb and gutter, concrete valley gutter or concrete curb, under which pipe is laid. When pipe installation is within 3 feet horizontally of and parallel to existing concrete curb and gutter, payment will be for the full length of concrete curb and gutter removed and replaced. If the existing concrete curb and gutter is more than 3 feet from the center of the new pipe installation, the Contractor shall protect it from damage during construction or remove and replace the curb and gutter at no cost to the Owner. Curb, gutter, and curb and gutter replaced shall be of the same type and thickness as that removed. Concrete type and strength shall be in accordance with FDOT specifications.

In measuring this item for payment when the pipe crosses beneath the curb and gutter, the outside limits of measure shall be the inside diameter of the pipe plus 30 inches, regardless of the amount removed and replaced.

Where pipe is installed by boring in lieu of removing curb and gutter, payment will be made under this item in lieu of payment for boring.

#### <u>Riprap</u>:

The unit price for this item shall be compensation in full for one (1) square yard of riprap, 12" thick, complete and in place including filter fabric and gravel for choking riprap.

#### Gravel Foundation:

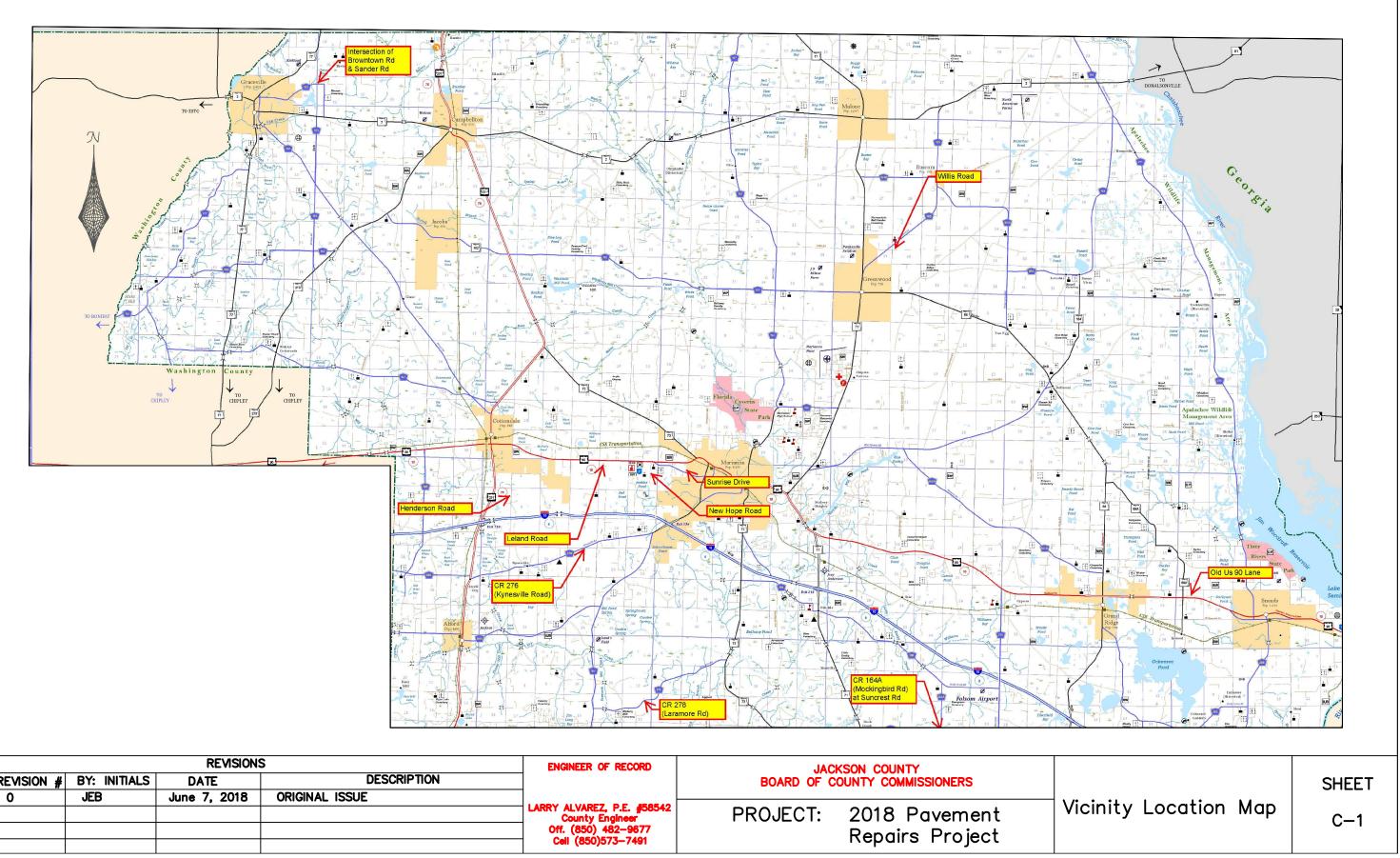
The contract unit price shall be compensation in full for furnishing, spreading, and compacting one (1) linear foot of gravel over the full width of trench, 6 inches thick. Gravel foundation shall be measured along the centerline of trench. (No payment will be made for this item where the Contractor elects to use it for his own convenience or to fill over cuts.)

#### 2.34 <u>Signs</u>

The unit price for this item shall be compensation in full for one (1) each Sign complete and in place where specified or directed by Engineer. Signs shall be per the latest FDOT Standard Specifications, and shall be reflective pre-finished and shall meet all requirements of all the latest FDOT Specifications Sections for Highway Signs.

#### 2.35 Remove and Dispose of Various Items

The lump sum contract price shall be compensation in full for remove and dispose of and will be paid per lump sum, including demolition, moving, inspection, disposal, and disposal fees as required by the laws of the State of Florida and the Federal Government including all labor, equipment and material for removing, hauling, testing, clean-up and any other as needed to complete the Work (including hauling and disposing of any surplus material). Certificates shall be provided by Contractor and approved by Engineer. END OF SECTION



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REVISION #	BY: INITIALS	DATE	DESCRIPTION		BOARD OF COUNTY COMMISSIONERS		
0	JEB	June 7, 2018	ORIGINAL ISSUE				
				LARRY ALVAREZ, P.E. #58542 County Engineer	PROJECT:	2018 Pavement	Vicinit
				Off. (850) 482–9677		Repairs Project	
				Cell (850)573-7491			

#### SPECIAL PROVISIONS

- IN THE EVENT OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS. THE FOLLOWING ORDER OF PRECEDENCE SHALL APPLY TO RESOLVE ANY CONFLICT WITH SMALLER ITEM NUMBERS TAKING PRECEDENCE OVER LARGER NUMBERED ITEMS:
  - 1.1. CONTRACT AGREEMENT
  - 1.2. SPECIAL PROVISIONS
  - 1.3. PLANS, NOTES, AND QUANTITIES
  - 1.4. SPECIAL CONDITIONS
  - 1.5. GENERAL CONDITIONS
  - 1.6. FDOT STANDARDS AND SPECIFICATIONS
- CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ENVIRONMENTAL RULES AND REGULATIONS AND PREVENTION OF EROSION AND POLLUTION OF OTHER PROPERTY AND WATER BODIES. CONTRACTOR SHALL OBTAIN REQUIRED PERMITS AND/OR EXEMPTIONS AS REQUIRED.
- THE COUNTY MAY DELETE OR ADD QUANTITIES AT THE ESTABLISHED UNIT PRICE AS NEEDED AT ENGINEERS DESCRETION. 3.
- CONTRACTOR WILL WARRANT ALL WORK FOR THREE YEARS. AT THE END OF THE WARRANTY PERIOD, CONTRACTOR SHALL CORRECT ALL DEFECTS THAT ARE PART OF THE WORK. THIS WORK IS INCLUDED IN THE CONTRACT. CONTRACTOR WILL NOT BE PAID ADDITIONAL FOR CORRECTION OF DEFECTS.
- PAYMENT FOR TEMPORARY SIGNS AND STRIPING SHALL BE INCLUDED IN THE MAINTENANCE OF TRAFFIC PAY ITEM.
- NOT USED
- CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, AND SHALL SUBMIT AN MOT PLAN IF REQUESTED.
- CONTRACTOR SHALL MAINTAIN ACCESS TO HOMES, BUSINESSES, AND OTHER FACILITIES AT ALL TIMES.
- WHERE PIPES ARE BEING REPLACED AND IN AREAS DESIGNATED BY ENGINEER, CONTRACTOR SHALL NOTIFY ENGINEER WHEN TRENCHES ARE OPENED TO INSPECT THE SOLL. IF UNSUITABLE MATERIAL IS ENCOUNTERED. IT SHALL BE REMOVED AND PROPERLY DISPOSED OF BY CONTRACTOR TO 6" BELOW THE BOTTOM OF PIPES. PAYMENT FOR REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL SHALL BE INCLUDED IN THE ITEM FOR MITERED ENDS OR PIPES, WHICH SHALL INCLUDE ALL COST ASSOCIATED WITH THE UNSUITABLE MATERIAL. CONTRACTOR SHALL PROVIDE REPLACEMENT MATERIAL INCLUDED IN THE PAY ITEM FOR FILL.

UNLESS ELEVATIONS ARE SHOWN FOR PIPE INVERTS, NEW PIPES WILL BE INSTALLED AT THE SAME ELEVATIONS AS EXISTING PIPES. SEMI-PERMANENT OFFSET STAKES SHALL BE PLACED AND SET TO THE SAME ELEVATION AS THE PIPE INVERT ON EACH SIDE OF THE ROAD, AND BE LEFT IN PLACE AFTER THE WORK IS FINISHED SO THAT ENGINEER CAN CHECK AT A LATER DATE IF NEEDED. THIS CAN BE A PIECE OF REBAR OR PRESSURE TREATED STAKE SET IN THE DITCH OR ON THE BACK SLOPE WHERE IT CAN BE PROTECTED AND KEPT IN PLACE

- INVOICES SHALL BE SUBMITTED TO THE COUNTY ENGINEER IN COUNTY FORMAT. CHECKS ARE WRITTEN BY THE FINANCE DEPARTMENT ONLY ON THE DATES OF REGULAR BOARD MEETINGS. CORRECT INVOICES MUST BE SUBMITTED AT LEAST 2 WEEKS PRIOR TO THE SCHEDULED BOARD MEETING TO ALLOW TIME FOR ALL NECESSARY APPROVALS. PRIOR TO SUBMITTING ANY INVOICES, CONTRACTOR SHALL SUBMIT A LIST OF PAY ITEMS TO THE COUNTY ENGINEER AND INSPECTOR FOR APPROVAL. THE APPROVED LIST SHALL BE USED AS A BASIS FOR INVOICING AND PAYMENT. AN INVOICE WILL END ON THE LAST DAY OF EACH MONTH.
- AN ADJUSTMENT ON LIQUID ASPHALT EMULSIONS AND FUEL WILL NOT BE ALLOWED ON THIS CONTRACT AND WILL NOT BE APPLICABLE. 11
- 12. MIX DESIGNS SHALL BE APPROVED BY THE COUNTY ENGINEER AT LEAST 2 WEEKS PRIOR TO LAYING ANY ASPHALT. ALL MIX DESIGNS SHALL HAVE A MINIMUM OF 5.5% ASPHALT LIQUID.

#### GENERAL NOTES

- THE CONTRACTOR SHALL BE PREQUALIFIED WITH THE COUNTY IN ACCORDANCE WITH SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS IN THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 2 UNLESS OTHERWISE INDICATED IN THE SPECIFICATIONS. THE FDOT 2010 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE SHALL BE THE GOVERNING SPECIFICATIONS FOR CONSTRUCTION, MATERIALS, AND SITE WORK.
- CONTRACTOR SHALL ENSURE THAT ALL WORK COMPLIES WITH APPLICABLE CODES AND STANDARDS. 4.
- 5 CONCRETE SHALL BE 3.000 PSI MINIMUM IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) STANDARDS.
- REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE AMERICAN STEEL INSTITUTE (ASI). WHERE CONCRETE IS IN CONTACT WITH SOIL, REINFORCING BARS SHALL HAVE A MINIMUM OF 3" OF COVER.
- PRIOR TO ANY EXCAVATION OR DIGGING, CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES WITHIN THE WORK AREA. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES AS NEEDED. CAUTION MUST BE USED IN LOCATING UTILITIES PRIOR TO INSTALLING ANY SIGNS, RELOCATING MAILBOXES AND ALL OTHER ACTIVITIES THAT INVOLVE DIGGING. CONTRACTOR SHALL NOTIFY UTILITY OWNERS AND HAVE UTILITIES LOCATED THROUGH SUNSHINE STATE ONE CALL OF FLORIDA, INC. (1-800-432-4770) 48 HOURS IN ADVANCE OF BEGINNING ANY CONSTRUCTION ON THE SITE.
- CONTRACTOR SHALL MAINTAIN ACCESSIBILITY TO DRIVEWAYS AND MAILBOXES DURING CONSTRUCTION, AND SHALL REPLACE ANY DAMAGED MAILBOXES IN ACCORDANCE WITH FDOT INDEX 53, AND REPAIR OR REPLACE DAMAGED DRIVEWAYS.
- CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. IF ANY SUCH MATERIALS ARE REQUIRED IN THE CONSTRUCTION, CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE COUNTY ENGINEER PRIOR TO BRINGING SUCH MATERIALS ONTO THE PROJECT, AND SHALL PROVIDE COPIES OF MATERIAL SAFETY DATA SHEETS (MSDS) FOR EACH SUCH MATERIAL PROPOSED TO BE USED ON THE PROJECT. FLORIDA LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL. SUCH PRODUCTS DO NOT REQUIRE A MSDS SUBMITTAL

10. ANY PUBLIC LAND CORNER MARKER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION SHALL BE IDENTIFIED BY CONTRACTOR AND PROTECTED. MARKERS IN THE PAVEMENT SHALL BE LOCATED BY CONTRACTOR AND REPLACED AFTER COMPLETION OF ALL

FINISH LAYER OF ASPHALT. ANY MARKERS THAT ARE DAMAGED BY CONTRACTOR SHALL BE REPLACED BY CONTRACTOR AT CONTRACTOR'S EXPENSE

- 11 MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
- CONTRACTOR SHALL NOT WORK ON COUNTY ROADS ON THE FOLLOWING COUNTY OBSERVED HOLIDAYS: 12.

/ -		
	JANUARY 1	NEW YEAR
	JANUARY (3 <sup>rd</sup> MONDAY)	MARTIN L. P
	FRIDAY BEFORE EASTER	GOOD FRIE
	MAY (LAST MONDAY)	MEMORIAL
	JULY 4	INDEPENDE
	SEPTEMBER (FIRST MONDAY)	LABOR DAY
	NOVEMBER 11	VETERANS
	NOVEMBER (4 <sup>TH</sup> THUR & FRI)	THANKSGI
	DECEMBER 24 – 25	CHRISTMAS

- 13. UPON SIGNING OF THE CONTRACT, CONTRACTOR SHALL IMMEDIATELY ACCEPT FULL RESPONSIBILITY FOR THE MAINTENANCE OF THE INCLUDED AND INCIDENTAL
- 14 ANY WELLS WITHIN THE WORK AREA.
- 15 SHALL BE CONSIDERED INCIDENTAL
- 16 DISPOSED OF BY CONTRACTOR IN AN APPROVED DISPOSAL SITE AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL MAINTAIN AND KEEP STREET NAME IDENTIFICATION SIGNS VISABLE AT ALL TIMES. 17.
- 18, ALL SIGNS INSTALLED UNDER THIS CONTRACT SHALL COMPLY IN ALL DETAILS WITH FDOT INDEX 11860 THRU 11865.
- 19 CONTRACTOR ACCEPTS THIS RESPONSIBILITY FOR HAVING REVIEWED THE SITE.
- 20 SHOULDERS SHALL BE GRADED AND COMPLETED IN ACCORDANCE WITH FDOT STANDARDS INDEX 105.
- 21. PAVEMENT.
- 22. SOD SHALL BE BAHIA OR MATCH EXISTING (i.e. IF EXISTING SOD IS ST. AUGUSTINE, ST. AUGUSTINE SHALL BE USED IN THE AREA).
- 23 CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES DURING CONSTRUCTION BY USING FLAGMEN AND (5) MINUTES AT A TIME FOR EITHER DIRECTION.
- ASPHALT EMULSIONS FOR TACK COAT SHALL BE AE 90, AE 200H, RS-2 OR SPECIAL MS. OTHER REQUIREMENTS FOR THE ASPHALT 24 FULFILL THAT PURPOSE. THE RATE OF APPLICATION SHALL BE FIELD DETERMINED.
- TEMPORARY EROSION AND SEDIMENTATION CONTROL SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX 102. TURBIDITY 25 BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDEX 103.
- 26. ENGINEER.
- 27 LOCATIONS. CONTRACTOR SHALL COORDINATE RELOCATION OF FENCES WITH PROPERTY OWNERS.
- DRAWINGS SHALL BE CONSIDERED TO BE ACCURATE.
- EXISTING SIGNS NOT SCHEDULED TO BE REPLACED SHALL BE PROTECTED AND REPLACED BY CONTRACTOR PRIOR TO FINAL 29 COMPLETION.

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REVISION #	BY: INITIALS	DATE	DESCRIPTION		BOARD OF COUNTY COMMISSIONERS		SHEET
0	JEB	August 24, 2018	ORIGINAL ISSUE			- Notes & Special	
				LARRY ALVAREZ, P.E. #58542 County Engineer	PROJECT: 2018 Pavement	Provisions	
				Off. (850) 482–9677 Cell (850)573–7491	Repairs Project	11041310113	C-2

PRIOR TO BRINGING PLANTS OR SOD ON SITE, CONTRACTOR SHALL PROVIDE CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY TO ENSURE THAT THE SOD. HAY, STRAW BALES, AND MULCH

RS DAY

KING, Jr. DAY

DAY

DAY

ENCE DAY

Y (FIRST MONDAY OF THE MONTH)

SDAY

IVING and DAY AFTER

IAS EVE & CHRISTMAS DAY

AREAS OF WORK, INCLUDING PATCHING PAVEMENT, AND ANY OTHER WORK NECESSARY FOR MAINTAINING A SAFE ROADWAY. PRIOR TO REQUESTING A FINAL INSPECTION. CONTRACTOR SHALL MOW AND TRIM TREES, LIMBS, BRANCHES AND BRUSH IN THE WORK AREAS TO THE RIGHT OF WAY, AND SHALL CLEAN SILT AND DEBRIE FROM NEWLY INSTALLED PIPES. THE COST OF THIS WORK IS CONSIDERED

CONTRACTOR SHALL TAKE CARE TO NOT DISTURB EXISTING MONITORING WELLS, AND SHALL NOTIFY COUNTY UPON DISCOVERY OF

MEMORIAL MARKERS THAT ARE IN CONFLICT WITH CONSTRUCTION SHALL BE REMOVED BY CONTRACTOR. THE COST OF THIS WORK

CONSTRUCTION DEBRIS GENERATED BY CONTRACTOR DURING CONSTRUCTION OF THIS PROJECT SHALL BE REMOVED AND PROPERLY

CONTRACTOR SHALL REVIEW THE SITE AND UNDERSTAND THE REQUIREMENTS OF THE WORK PRIOR TO BIDDING. BY SUBMITTING A BID,

CONTRACTOR SHALL RESTORE THE CROWN AS CLOSE AS POSSIBLE TO A 2% CROSS SLOPE TO ENSURE POSITIVE DRAINAGE OFF THE

MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT STANDARDS INDEX 600. TRAFFIC SHALL NOT BE STOPPED FOR MORE THAN FIVE

EMULSIONS OF TACK COAT SHALL BE IN ACCORDANCE WITH SECTIONS 300 AND 916 OF THE CURRENT FDOT SPECIFICATIONS. THE APPLICATION OF TACK AS A TYPE OF CRACK RELIEF LAYER OVER EXISTING PAVEMENTS SHALL BE BY APPLICATION HEAVY ENOUGH TO

ALL FILL SHALL BE APPROVED BY ENGINEER PRIOR TO BEING BROUGHT ON SITE AND THE SOURCE OF FILL SHALL BE APPROVED BY

FENCES SHALL BE MAINTAINED TO PREVENT ESCAPE OF ANIMALS (LIVESTOCK AND PETS). NEW FENCES SHALL BE INSTALLED PRIOR TO REMOVING EXISTING UNLESS APPROVED OTHERWISE BY PROPERTY OWNER. FENCES AND GATES MAY BE RELOCATED IF THEY IN GOOD ENOUGH CONDITION TO ALLOW. COLUMNS AND GATES AT ENTRANCES SHALL BE RELOCATED OR RECONSTRUCTED AT NEW

IN AREAS WHERE FILL IS NEEDED AND PRIOR TO PLACING FILL OR DISTURBING EXISTING ELEVATIONS, CONTRACTOR SHALL PLACE OFF SET STAKES AND IDENTIFY EXISTING ELEVATIONS FOR REFERENCE. CONTRACTOR SHOULD INSPECT THE SITE AND NOTIFY ENGINEER OF ANY DESCREPANCIES PRIOR TO DISTURNING EXISTING SURFACE. IF SURFACE IS DISTURBED, ANY ELEVATIONS SHOWN ON THE