

2018 PAVING REPAIRS PROJECT
BOARD OF COUNTY COMMISSIONERS
JACKSON COUNTY, FLORIDA
BID 1718-ENG 7

ADDENDUM 1

Whenever there is a conflict between this addendum and the initial proposal or plans, the addendum shall take precedence.

Change the Advertisement the bid opening date is October 4, 2018 not September 27, 2018. Changed the Bid opening date in the Information For Bidder from September 27, 2018 to October 4, 2018. Corrected the Vicinity Location Map

Attachments: Advertisement; Information for Bidders, and Vicinity Location Map

SECTION 00020
INFORMATION FOR BIDDERS

CONTENTS

- 1.0 RECEIPT AND OPENING OF BIDS**
- 2.0 PREPARATION OF BID**
- 3.0 SUBCONTRACTS**
- 4.0 TELEGRAPHIC MODIFICATION**
- 5.0 QUALIFICATIONS OF BIDDERS**
- 6.0 BID GUARANTEE**
- 7.0 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**
- 8.0 TIME AND COMPLETION OF LIQUIDATED DAMAGES**
- 9.0 CONDITIONS OF WORK**
- 10.0 ADDENDA AND INTERPRETATIONS**
- 11.0 CONTRACT SECURITY AND INSURANCE**
- 12.0 POWER OF ATTORNEY**
- 13.0 NOTICE OF SPECIAL CONDITIONS**
- 14.0 LAWS AND REGULATIONS**
- 15.0 SAFETY STANDARDS AND ACCIDENT PREVENTION**
- 16.0 CONDITIONS OF WORK AND VISIT TO SITE**
- 17.0 SUBSOIL AND GROUNDWATER CONDITIONS**
- 18.0 QUANTITIES**
- 19.0 BASIS OF BID**
- 20.0 AWARD OF CONTRACT**
- 21.0 DEDUCTIVE OR ADDITIVE ALTERNATES**
- 22.0 PAYMENTS**
- 23.0 CERTIFICATIONS**
- 24.0 PLANS AND SPECIFICATIONS**
- 25.0 LIMITATION OF DAMAGES**

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 triplicate with original signatures on all forms and shall be enclosed in a sealed envelope clearly marked:

SEALED BID ENCLOSED
2018 Pavement Repairs Project
To be opened October 4, 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 Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.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 90 days after the actual date of the opening thereof.

2.0 PREPARATION OF BID

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 than 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 three 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 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

**SECTION 00010
ADVERTISEMENT FOR BIDS**

PROJECT NAME: 2018 Pavement Repairs Project

Sealed bids, submitted in triplicate, will be received by the Board of County Commissioners of Jackson County, Florida, (Owner), until 1:00 p.m. (Central Time) October 4, 2018 at the County Engineer's Office (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, Sunrise Drive

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 September 24, 2018 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 October 4, 2018 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 September 12, 2018 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 \$ No Charge 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: _____

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