



# JACKSON COUNTY FLORIDA

## McCormick Lake Paving and Resurfacing

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

**BID # - 1819-Eng-**

**County Commissioners**  
District 1 - Willie Spires, PHD  
District 2 - Clint Pate, Chairman  
District 3 - Chuck Lockey  
District 4 - Eric Hill  
District 5 - Jim Peacock, Vice Chairman

**County Engineer  
Larry Alvarez, P.E.  
2828 Owens Street  
Marianna, FL 32446  
Phone (850) 482-9677  
Fax (850) 482-9063  
Email [lalvarez@jacksoncountyfl.com](mailto:lalvarez@jacksoncountyfl.com)**

**McCormick Lake Roads Project**  
**Jackson County Board of County Commissioners**  
**Jackson County, Florida**  
BID # 1819 Eng 5  
**ADDENDUM 1**

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

This addendum is to change the date of the bid opening from June 20, 2019 to June 27, 2019 it will be opened at the same time ,and same place.

Bidder must acknowledge receipt of all addenda as indicated on the bid form. Failure to acknowledge receipt of addenda may invalidate the bid. Both the bid form and the Pricing Sheets must be submitted with the bid.

Attachments: New Advertisement

**SECTION 00010  
ADVERTISEMENT FOR BIDS**

PROJECT NAME: McCormick Lake Roads 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) June 20, 2019 at the County Engineer's Office (County Engineer, Larry Alvarez), at the Environmental Health Office, 4979 Healthy Way, Marianna, Florida 32448, Marianna, FL 32446 for the construction of the following described Project:

**McCormick Lake Roads Project**

The Work includes the paving or resurfacing of Daniel and view Roads and the partial paving or resurfacing of Hood and Jefferson Roads

A **Non-Mandatory Pre-Bid** Meeting will be held June 5, 2019 at 9:00 AM central time at the Jackson County Engineering Department, at the Environmental Health Office, 4979 Healthy Way, Marianna, Florida 32448. Potential bidders are encouraged to attend.

**The deadline for receipt of questions** will June 12, 2019 at 2:00 PM Central Time. Questions must be submitted in writing to the County Engineer (email [lalvarez@jacksoncountyfl.com](mailto:lalvarez@jacksoncountyfl.com): with a copy to the Jeannie Bean email [jbean@jacksoncountyfl.com](mailto:jbean@jacksoncountyfl.com)).

**Bids will be opened and recorded** at 1:10 PM (or immediately thereafter) June 20, 2019 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 12:50 PM until 1:10 PM Central Time.

**Plans, specifications, and contract documents** will be open for public inspection after noon on June 4, 2019

County Engineer  
Attn: Larry Alvarez  
Environmental Health Office  
4979 Healthy Way  
Marianna, Florida 32448  
(850) 573-7491

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, conditions of employment to be observed, and minimum wage rates to be paid under the Contract (if applicable), 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.

Minorities and female contractors and subcontractors are encouraged to bid.

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

**SEALED BID ENCLOSED**

**Attention: LARRY ALVAREZ, COUNTY ENGINEER**  
**2864 Madison Street**  
**Marianna, FL 32446**

**McCormick Lake Roads Project**

**To be opened June 27, 2019 at 1:10PM (CT) Jackson County BCC**

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 30 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.

## **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 \$70,000 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".

#### **26.0 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**

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00650	Release of Lien
00661	Periodic Pay Estimate and Release of Lien

DRAWINGS

02	Plan Sheet
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SPECIFICATIONS (not Included)  
FDOT Standard Specifications for Road and Bridge 2016

BIDDERS NAME \_\_\_\_\_

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.

The Bidder, in compliance with your invitation for bids for the construction of:

**McCormick Lake Project**

having examined the Contract Documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project 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 60 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 90 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 abnormal weather conditions as it relates to rain days. 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 Four Hundred and Fifty no/100 Dollars (\$450.00) for each day that expires after the time specified above for Substantial Completion until the work is substantially complete. In addition, the Owner may also 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 Four Hundred Dollars and no/100 Dollars \_ (\$ 400.00) for each day that expires after the time specified 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.

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.

BIDDERS NAME \_\_\_\_\_

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) 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.

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

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

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Name & Title (Typed)

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
Federal Tax I.D. Number

**CORPORATE SEAL**

BIDDERS NAME \_\_\_\_\_

		Chip Seal	1-1/2 "
			Asphalt
Daniel Drive	(Fairview to past View)	\$	\$
	(Daniel Dr to End Pavement - past		
View Drive	Custis)	\$	\$
View Drive	(End Pavement End Road)	\$	\$
Daniel Drive	(View to Hood)	\$	\$
Hood Drive	(Daniel to Jefferson)	\$	\$
Jefferson	(View to past Hood)	\$	\$
Total			\$

<b>Daniel Drive</b> (Fairview to past View)				
	300	feet	24	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	1,000	\$	\$
1-1/2" Asphalt	SY	1,000	\$	\$
<b>Total</b>				\$

<b>View Drive</b> (Daniel Dr to End Pavement - past Custis)				
	7,400	feet	24	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack		19,733	\$	\$
1-1/2" Asphalt	SY	19,733	\$	\$
Fill Dirt	CY	833	\$	\$
Limerock Base	SY	1,389	\$	\$
<b>Total</b>				\$

<b>View Drive</b> (End Pavement End Road)				
	2,000	feet	22	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Prime		4,889	\$	\$
1-1/2" Asphalt	SY	4,889	\$	\$
Limerock Base 4"	SY	5,111	\$	\$
Sod	SY	1,111	\$	\$
<b>Total</b>				\$

<b>Daniel Drive</b> (View to Hood)				
	3,640	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	8,289	\$	\$
1-1/2" Asphalt	SY	8,289	\$	\$
Limerock Base (patch area)	SY	50	\$	\$

BIDDERS NAME

<b>Total</b>				\$

<b>Hood</b> (Daniel to Jefferson)				
	3,370	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	7,689	\$	\$
1-1/2" Asphalt	SY	7,689	\$	\$
Limerock Base	SY	5,133	\$	\$
<b>Total</b>				\$

<b>Jefferson</b> (View to past Hood)				
	2,900	feet	22	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	7,289	\$	\$
1-1/2" Asphalt	SY	7,289	\$	\$
Limerock Base	SY	7,411	\$	\$
<b>Total</b>				\$

Chip Seal

<b>Daniel Drive</b> (Fairview to past View)				
	300	feet	24	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	1,000	\$	\$
Double Chip Seal	SY	1,000	\$	\$
<b>Total</b>				\$

<b>View Drive</b> (Daniel Dr to End Pavement - past Custis)				
	7,400	feet	24	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack		19,733	\$	\$
Double Chip Seal	SY	19,733	\$	\$
Fill Dirt	CY	833	\$	\$
Limerock Base	SY	1,389	\$	\$
<b>Total</b>				\$

<b>View Drive</b> (End Pavement End Road)				
	2,000	feet	22	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Prime		4,889	\$	\$
Double Chip Seal	SY	4,889	\$	\$
Limerock Base 4"	SY	5,111	\$	\$

BIDDERS NAME

Sod	SY	1,111	\$	\$
<b>Total</b>				\$

<b>Daniel Drive</b> (View to Hood)				
	3,640	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	8,289	\$	\$
Double Chip Seal	SY	8,289	\$	\$
Limerock Base (patch area)	SY	50	\$	\$
<b>Total</b>				\$

<b>Hood</b> (Daniel to Jefferson)				
	3,370	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Tack	SY	7,689	\$	\$
Pavement Prep & Tack	SY	7,689	\$	\$
Limerock Base	SY	5,133	\$	\$
<b>Total</b>				\$

<b>Jefferson</b> (View to past Hood)				
	2,900	feet	22	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Pavement Prep & Tack	SY	7,289	\$	\$
Double Chip Seal	SY	7,289	\$	\$
Limerock Base	SY	7,411	\$	\$
<b>Total</b>				\$

All items needed to complete the work are included with the pay items above including Mobilization, Maintenance of Traffic, Stormwater Pollution Prevention, and other as needed.

Pavement Prep includes patching pot holes.

BIDDERS NAME \_\_\_\_\_

### 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 from 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 properly on this project.



BIDDERS NAME \_\_\_\_\_

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:

	Trench Safety Measure Measure (Description)	Units of (Quantity) (LF, SY)	Unit Cost	Unit Cost	Extended
A.	_____	_____	_____	_____	_____
B.	_____	_____	_____	_____	_____
C.	_____	_____	_____	_____	_____
D.	_____	_____	_____	_____	_____
				Total	\$ _____

In witness whereof, the Bidder has hereunto set his signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

(SEAL)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

BIDDERS NAME \_\_\_\_\_

**STATEMENT OF EXPERIENCE**

Bidder: \_\_\_\_\_

How Long in Business: \_\_\_\_\_ At Current Address \_\_\_\_\_

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

\_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Number of Personnel Currently Employed: \_\_\_\_\_

Number of Personnel Available for Project: \_\_\_\_\_

Gross Construction 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.

1. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

2. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

3. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

4. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

5. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

6. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

7. Project Name: \_\_\_\_\_

\_\_\_\_\_ Amount \$ \_\_\_\_\_

Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

8. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

9. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

10. Project Name: \_\_\_\_\_  
\_\_\_\_\_ Amount \$ \_\_\_\_\_  
Project Begin Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Owner: \_\_\_\_\_ Telephone No. \_\_\_\_\_

BIDDERS NAME \_\_\_\_\_

**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.

Name of Subcontractor

Description of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**EQUIPMENT AND MATERIAL LISTING**

The Bidder will furnish the following items of equipment and materials:

Name of Manufacturer

Description of Material and Equipment

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**SECTION 00500****CONTRACT**

THIS AGREEMENT, is dated as of the \_\_\_\_ day \_\_\_\_, in the year 20\_1\_, by and between JACKSON COUNTY, 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:

**McCormick Lake Roads**

hereinafter called the project, for the sum of (in words and figures): \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at the CONTRACTOR's own proper cost and expense to furnish all the materials, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal, General Conditions, Supplemental General Conditions and Special Conditions of the Contract; the plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof; the specifications and contract documents therefore as prepared by Larry Alvarez, County Engineer, herein entitled the Architect/Engineer; and as numbered in the Information for Bidders and Table of Contents, all of which are made a part hereof and collectively evidence and constitute the contract.

The Work will be substantially completed within 60 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 90 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 abnormal 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 Four Hundred Fifty and no/100 dollars (\$ 450.00) 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 Four Hundred and no/100 dollars (\$ 400.00) 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

\_\_\_\_\_  
Contractor

2864 Madison Street, Marianna, FL 32448

\_\_\_\_\_  
Address

License No. \_\_\_\_\_

Fed. Tax I.D. No. \_\_\_\_\_

By: \_\_\_\_\_

Signature

By: \_\_\_\_\_

Signature

Clint Pate, Chairman

Name and Title

t

Name and Title

Attest: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

[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.

- 10. All work must meet the requirement of FDOT and Jackson County Standards for Road and Bridge.

**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 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)

SURETY  
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)

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)

SURETY  
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)

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 00650

RELEASE OF LIEN

STATE OF FLORIDA  
COUNTY OF JACKSON

I, \_\_\_\_\_, having been first duly sworn, do now depose and say: That all persons, firms, and corporations, who have furnished services, labor, or materials for use on the Jackson County, Florida, Project Contract No. 1819-Eng- (if applicable, Florida Department of Community Affairs, Small Cities Community Development Block Grant (CDBG), FDOT FPID No. N/A \_\_\_\_\_), 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 \_\_\_\_\_.



PERIODIC PAY ESTIMATE NO. \_\_\_\_\_

PERIOD \_\_\_\_\_ TO \_\_\_\_\_

OWNER: Jackson County

CONTRACTOR: \_\_\_\_\_

2864 Madison Street

\_\_\_\_\_

Marianna, FL 32448

\_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

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

Original Contract Calendar Days _____	Starting Date _____
Revised Contract Calendar Days _____	Completion Date _____
Remaining Contract Calendar Days _____	Project on Schedule _____ Yes _____ No

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: \_\_\_\_\_  
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 PAYMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Engineer

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
County Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Elected Official and Title  
or Duly Authorized Representative

\*\*\*\*\*

For local government use only (as local procedures require):

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title



VIEW DRIVE (from Daniel to End Pavement): APPROXIMATELY 7400' TACK/PRIME COAT PLUS 1-1/2" ASPHALT (APX 7400' TOTAL) BUILD UP AREA 500' LONG

VIEW DRIVE BUILD UP AREA: APPROXIMATELY 500' LONG. BUILD UP 2 FEET TOTAL AT MID POINT OR HIGH POINT. ADD FILL DIRT, THEN BOX OUT AND PLACE 8" LIMEROCK BASE

DANIEL DRIVE:(from Fairview to past Daniel Dr): Overlay Existing Asphalt TACK COAT PLUS 1-1/2" ASPHALT (APX 300')

ASPHALT END PAVEMENT

DIRT PLACE SOD ON LAKE SIDE OF ROAD

PATCH LIMEROCK PRIOR TO PAVING

END PAVEMENT ON JEFFERSON

REVISIONS

REVISION #	BY: INITIALS	DATE	DESCRIPTION
0	LRA	May 30, 2019	ORIGINAL ISSUE

ENGINEER OF RECORD

LARRY ALVAREZ, P.E #58542  
County Engineer  
Off. (850) 482-9677  
Cell (850) 573-7491

JACKSON COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT: McCormick Lake Roads

Plan

SHEET

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