



JACKSON COUNTY FLORIDA

STEPHENS ROAD and OLD US 90 LANE Chip Seal or Paving

Stephens Road from SR 69 to 300' West of Waterbury to End
Old US 90 Lane from El Bethel Church Road to US 90

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

BID # - 1920-ENG 1

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

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

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**SECTION 00010
ADVERTISEMENT FOR BIDS**

PROJECT NAME: Stephens Road and Old US Lane Chip Seal and/or Paving 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) December 2, 2019 at the County Administration Building at 2864 Madison Street, Marianna, Florida 32448 ATTN: Judy Austin, for the construction of the following described Project:

Stephens Road and Old US 90 Lane

The Work involves improvements to the roads, including placing limerock, place and compact limerock base, prime the base with prime coat, place double Chipseal or alternately 1" layer of SP 9.5 asphalt, finish grade the shoulders prior to placing sod, place sod along the edge of road and driveways, hydro-seed other disturbed areas, Maintenance of Traffic (MOT).

There will not be a Pre-Bid Meeting

You are ask to get your questions in ASAP as this is a very short turn around. Email Questions to Jeannie Bean at jbean@jacksoncountyfl.com

Bids will be opened and recorded at 1:00 PM (or immediately thereafter) on December 2, 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.

Bid documents will be open for public inspection after noon on November 18, 2019 Please contact Jeannie Beanr by email at jbean@jacksoncountyfl.com or Cell (850) 693-1878

upon payment of \$ No Charge per set which amount constitutes the cost of reproduction and handling.

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: JUDY AUSTIN
Jackson County Administration Building
2864 Madison Street
Marianna, FL 32448

Stephens Road and Old US 90 Lane Chip Seal and /or Paving Project
To be opened December 2 2019 at 1:0PM (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

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:

Stephens Road and Old US Lane Chip Seal and/or Paving 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.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 days

BIDDERS NAME _____

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

Name & Title (Typed)

Contractor's License Number

Federal Tax I.D. Number

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

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

CORPORATE SEAL

BIDDERS NAME _____

CHIP SEAL

Stephens Road from SR 69 to 300' West of Waterbury				
20 feet wide average	4880	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Mix to 6" to Create Base	SY	10,800	\$	\$
Prime	SY	10,800	\$	\$
Double Chip #57 or #67 with #89 Granite	SY	10,800	\$	\$
Total				\$

Old US 90 Lane from El Bethel Church Road to US 90				
20 feet wide average	3.300	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Patch Potholes and Pavement Prep	SY	7,333	\$	\$
Prime	SY	7,333	\$	\$
Double Chip #57 or #67 with #89 Granite	SY	7,333	\$	\$
Total				\$
Total Chip Seal				\$

WITH 1 " ASPHALT

Stephens Road				
20 feet wide average	4,880	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Box Out and Grade	SY	10,000	\$	\$
Fill Dirt	CY	10,000	\$	\$
4" Limerock Base Material	SY	10,000	\$	\$
Prime	SY	10,000	\$	\$
1" Asphalt	SY	10,800	\$	\$
Driveways & Side Roads	SY		\$	\$
Fog Seal	SY		\$	\$
Sod	SY		\$	\$
Total				\$

Old US 90 Lane from El Bethel Church Road to US 90				
20 feet wide average	3.300	feet	20	feet
Mobilization, Gen. Cond., & Traffic Control	LS	1	\$	\$
Patch Potholes and Pavement Prep	SY	7,333	\$	\$
1" Asphalt	SY	7,333	\$	\$
Total				\$
Total for 1" of Asphalt				\$

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.

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. _____

8. Project Name: _____

BIDDERS 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.

<u>Name of Subcontractor</u>	<u>Description of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EQUIPMENT AND MATERIAL LISTING

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

<u>Name of Manufacturer</u>	<u>Description of Material and Equipment</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 00310

BID BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____
_____ as Surety, are hereby held and firmly bound unto the COUNTY OF JACKSON,
STATE OF FLORIDA, as Owner in the penal sum of 5% of the Accompanying Bid 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.

Bid # 1920-ENG 1
November 12, 2019

Stephens Road and Old US Lane
Chip Seal and/or Paving Project

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 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:

Stephens Road And Old US 90 Lane Chip Seal and /or Paving Project

(1) Stephens Road from SR 69 to 300' West of Waterbury.

(2) Old US 90 Lane from El Bethel Church Road to US 90

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

Eric Hill, 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 00610
NOTICE OF AWARD

TO: _____

PROJECT: Stephens Road and Old US 90 Lane Chip Seal and/or paving Project
FDOT FM NO. N/A
ENGINEER'S NO: Bid # 1920-ENG 1

Owner has considered the Bid submitted by you on _____ for the above described Work.

You are hereby notified that your Bid has been accepted in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Labor and Materials Payment Bond, Performance Bond and Certificates of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20_____.

County of Jackson, State of Florida

OWNER

By: _____

Name & Title

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

This the _____ day of _____, 20_____

By _____

Name and Title

SECTION 00620
NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT: Stephens Road and Old US 90 Lane Chip Seal and/or Paving Project

ENGINEER'S NO.: 1920-ENG 1 FDOT FM NO: N/A

You are hereby notified to commence Work in accordance with the Agreement dated __, on or before _____, 20__, and you are to be substantially complete with the Work within 60 consecutive calendar days thereafter, and you are to be **complete with all work** within 90 consecutive calendar days thereafter. The date of substantial completion is therefore _____, and the date of **completion of all work** is therefore _____.

County of Jackson, State of Florida
OWNER

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed
is hereby acknowledged by:

Dated: _____, 20__

By _____

Name and Title

**SECTION 00630
CHANGE ORDER**

Change Order No.: _____
Date: _____

PROJECT: _____

DCA NO. (if applicable): _____

DESCRIPTION OF CHANGE: _____

CHANGES IN PRICE

- 1. Original Contract Price \$ _____
- 2. Total All Previous Change Orders
No. 1 thru No. ___ \$ _____
- 3. Current Contract Price (1 + 2) \$ _____
- 4. Proposed by this Change Order
(see attached for breakdown) \$ _____
- 5. **New Contract Price (4 + 5)** \$ _____

CHANGES IN TIME

- 6. Original Contract Time _____ days
- 7. Additional Days Approved
Change Order No. 1 thru No. ___ _____ days
- 8. Current Contract Time (6 + 7) _____ days
- 9. Additional Days Proposed _____ days
- 10. New Contract Time (8 + 9) _____ days
- 11. Date of Notice to Proceed
- 12. Original Completion Date
- 13. **New Completion Date**

This change is acceptable to _____ **(Contractor)**

Signed _____ Title _____

This change is recommended by _____ **(County Engineer)**

Signed _____ Title _____

This change is acceptable to **County of Jackson, State of Florida (Owner)**

Signed _____ Title _____

(a cost breakdown will be attached if needed)

SECTION 00640

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____

FDOT FM No: **N/A** Engineer's. Project No: **1920 ENG-1**

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

Notice to Proceed: _____ (DATE)

Original Contract Time: (CALENDAR DAYS)

Additional Contract Time
Approved by Change Order: _____ (CALENDAR DAYS)

Total Approved Contract Time: _____ (CALENDAR DAYS)

Actual Contract Time: _____ (CALENDAR DAYS)

Unapproved Construction Time: _____ (CALENDAR DAYS)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within ____ days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by: **Larry Alvarez, County Engineer**
ENGINEER

By _____
Signature Date

Accepted by: _____
CONTRACTOR

By _____
Signature Date

Accepted by: **Jackson County, Florida – Clint Pate, Chairman BCC**
OWNER

By _____
Signature Date

**SECTION 00641
CERTIFICATE OF FINAL COMPLETION**

Project: _____

DCA/FDOT No.: _____ EDA No.: _____ Engineer's No.: 1920 ENG-1

This Certificate of Final Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

The work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that work is hereby declared to be complete in accordance with the Contract Documents on

_____ Date of Final Completion

Notice to Proceed: _____ (DATE)

Notice Contract Time: _____ (CALENDAR DAYS)

Additional Contract Time

Approved by Change Order: _____ (CALENDAR DAYS)

Total Approved Contract Time: _____ (CALENDAR DAYS)

Actual Contract Time: _____ (CALENDAR DAYS)

Unapproved Construction Time: _____ (CALENDAR DAYS)

A warranty inspection will be held on: _____

The Warranty will expire on: _____

The following documents are attached to and made a part of this Certificate: _____

This certificate constitutes an acceptance of work in accordance with the Contract Documents. However, this certification shall not release the Contractor or its sureties from any obligations under the Contract Documents. The Performance Bond remains in full force and effect through the one (1) year warranty period.

Executed by ENGINEER on _____, 20____

Larry Alvarez, P.E., County Engineer
ENGINEER

By: _____

CONTRACTOR accepts this Certificate of Final Completion on _____, 20____

CONTRACTOR

By: _____

OWNER accepts this Certificate of Final Completion on _____, 20____

Clint Pate, Chairman BCC
OWNER -JACKSON COUNTY, FLORIDA

By: _____

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. 1920-Eng-1 (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, and that the necessary work has been performed

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, and that the necessary work has been performed.

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