

# ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

## INVITATION TO BID

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Asphaltic Concrete Surfacing Services** for Alachua County and the City of Gainesville the benefit of the **Public Works** Department on an as needed basis.

BID NUMBER: **21-7**

BID OPENING DATE: **2:00 pm, Wednesday, July 15, 2020**

### PART A - INSTRUCTIONS TO BIDDERS

#### 1.0 GENERAL PROVISIONS

##### 1.1 **Purpose**

Alachua County Board of County Commissioners and the City of Gainesville (hereafter referred to as the “Entities”) are calling for and requesting the submission of bids for Annual Asphaltic Concrete Surfacing Services.

The herein included Instructions to Bidders ([PART A](#)), Terms and Conditions ([PART B](#)), Technical Specifications ([PART C](#)), Bidder’s Check List ([PART D](#)); together with all attached documents herein identified, constitute the entire Invitation to Bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

##### 1.2 **Distribution of Information**

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar](#).

The County has transitioned from accepting hard (paper) copy submittals to accepting electronic submittals through “E-Bidding” on [DemandStar](#). In order to submit a bid response to this solicitation the bidder must be registered with [DemandStar](#).

##### 1.3 **Submission of Bids**

Costs for the preparation and submittal of bids in response to this Invitation to Bid are entirely the obligation of the bidder and shall not be chargeable in any manner to the Entities.

The bid response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Bid Cover Page for this project. The bidder’s complete submittal in pdf format must be uploaded into [DemandStar](#) prior to the 2:00 p.m. deadline.

#### **THIS PLATFORM WILL NOT ACCEPT LATE SUBMITTALS.**

Upload bid response as a pdf formatted document only, unless the solicitation states otherwise.

The pdf document should be titled with bidder’s name, bid number, and, if the response is submitted in parts, include “Part # of x”.

Modifications to or withdrawal of a bidder's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar](#) in order to be recognized by the County. Any bid not withdrawn will constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form [EXHIBIT A](#) should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the bidder. **An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution [EXHIBIT B](#) granting authorization to the representative to execute on behalf of the business.**

The submittal of a proposal by a bidder will be considered by the Entities as constituting an offer by the bidder to perform the required services at the stated fees.

#### 1.4 **Electronic Signatures**

The Parties agree that an electronic version of the submitted bid shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The Entities shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

#### 1.5 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the Entities become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that is designated as exempt from Chapter 119 **must be uploaded as a separate pdf file**, clearly identified as "**PUBLIC RECORDS EXEMPT**" with your name and the proposal number marked on the outside. Furthermore, you must complete [EXHIBIT C](#), **PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**.

Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the Entities from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the Entities by reason of any legal action challenging your designation.

1.6 **Non-Warranty of Specifications**

Due care and diligence has been used in preparing these specifications. The Entities shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.

1.7 **Inquiries/Questions**

No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, via email with reference to the appropriate **BID number and Bid Title** in the subject line of the email to **Theodore White** at **twhite@alachuacounty.us** no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to [DemandStar](#). Oral answers will not be authoritative. All addenda so issued shall become part of the bid documents.

1.8 **Acceptance/Rejection**

The Entities reserves the right to reject any bid which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind. Further, the Entities reserves the right to accept or reject any and all bids in whole or in part and to waive any technicalities or informalities in any bid.

Bid forms may be considered irregular and subject to rejection if they show serious omission, unauthorized alteration of form, unauthorized alternate bids, incomplete or unbalanced bids or irregularities of any kind.

1.9 **Withdrawal of Bids**

Modifications to or withdrawal of a bid can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the Entities.

All prices bid shall remain firm for a period of one hundred and twenty (120) days after the bid opening.

1.10 **Small Business Enterprise (SBE) Program Participation**

1.10.1 SBE Vendor is a vendor that is certified by the Alachua County Equal Opportunity Division prior to the proposal opening.

1.10.2 The SBE Program Participation Form, **EXHIBIT D**, should be completed for your proposal to be considered responsive.

1.10.3 Alachua County has adopted a 15% participation goal, and policies which encourage participation of SBE in the provision of materials, supplies (i.e. office, auto, janitor, lawn, etc.) equipment, services and construction.

1.10.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its bid response.

- 1.10.5 The County will award a five-percent bid price preference, not to exceed \$50,000 on a single bid, to any certified SBE that submits a bid.
- 1.10.6 The County will award a three-percent bid price preference, not to exceed \$50,000 on any single bid, to any Contractor that agrees to use certified SBE for at least 15 percent of the dollar value of the bid.
- 1.10.7 SBE preference does not apply to contracts that are reserved in accordance with Section 22.11-205, Alachua County Code, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.

**1.10.8 Proposed Subcontractors Requirements**

- 1.10.8.1 Contractors submitting proposals under this solicitation are to identify, on the SBE Program Participation Form, the intended SBE subcontractors and the estimated percentage of total dollar amount(s) as well as the total dollar amount(s) of the contract to be awarded to SBE firms, **EXHIBIT D, Option 3**.
- 1.10.8.2 If SBE subcontractors are not available for the bid/RFP you should complete a Good Faith Effort Form, **EXHIBIT D, Option 4**.

**1.10.9 Good Faith Effort Requirements**

- 1.10.9.1 Every competitive bid or proposal, if not submitted by a certified Small Business Enterprise (SBE), should demonstrate good faith efforts to utilize SBE as subcontractors. Unless your company will perform all the work and no subcontractors will be utilized. The Equal Opportunity Division maintains a directory of certified SBE's. The Alachua County Small Business Enterprise Directory is available at: <http://smallbusdir.alachuacounty.us/>
- 1.10.9.2 The Equal Opportunity Division shall determine what constitutes a "good faith effort" for purposes of contractor compliance with contractual requirements relating to the use of services or commodities of a certified SBE's. , The good faith efforts that may be considered by the County are listed under Section 22.11-207, of the Alachua County Code:
  - 1.10.9.2.1 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT D**.

**1.11 Local Small Business Participation for the (City Of Gainesville (Only))**

It is the policy of the City of Gainesville that qualified local small business (SBEs) as defined in the City of Gainesville's Local Small Business Procurement Program (the "Program") shall have the maximum practical opportunity to participate in the competitive process of supplying commodities and services to the City. Notification is hereby given that local small businesses are strongly encouraged to submit a bid in response to any procurement opportunity lead by the City of Gainesville. Prime contractors are strongly encouraged to utilize qualified local small business subcontractors and material suppliers.

Any individual or entity that engages in fraud, misrepresentation, or other wrongful conduct, whether by act or omission, related to its participation in or eligibility to participate in the Program or in the performance of its SBE obligations under a City contract, shall be in violation of the Program. This determination shall be solely at the discretion of the City. Violators of the Program may be subject to, on an individual and/or entity basis, the debarment or suspension from participating in the City's contracts in accordance with the City of Gainesville's Debarment and Suspension Policy.

1.12 **Alachua County Government Minimum Wage (GMW)**

1.12.1 Services solicited through this Invitation to Bid are considered covered services under Chapter 22, Article 12, of the Alachua County Code of Ordinances (“Alachua County Government Minimum Wage”) which establishes a government minimum wage for certain consultants and subcontractors providing selected services to Alachua County government. Proposers should consider the cost of compliance, if any, when submitting bids.

1.12.2 The consultant shall certify via **EXHIBIT E** it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution of the awarded contract, the certification shall become an obligation to the vendor.

1.13 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

1.14 **Drug Free Workplace**

Florida Statute, Section 287.087 of the Alachua County Procurement Code and Section 41-530 of the City of Gainesville’s Financial Services Procedure Manual states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. A vendor certifying a drug-free workplace shall complete **EXHIBIT F**.

1.15 **Proposed Subcontractors NON-SBE**

Bidder shall notify the Entities of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors (Non-Small Business Enterprise) Form, **EXHIBIT G**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the Entities.

2.0 **QUALIFICATION OF BIDDERS**

2.1 **Consideration**

2.1.1 Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the Entities, and shall have all necessary licenses and permits required by law to do business with the Entities.

2.2 **Bidder's Questionnaire**

The Entities reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Bidders are requested to complete and return along with their bid the Bidder's Questionnaire **EXHIBIT H**.

2.3 **Performance**

The Entities will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation indicates inability of the bidder to perform.

3.0 **EXAMINATION OF PROPERTY**

3.1 **Bidder's Responsibility**

3.1.1 Before submitting his bid, it shall be the bidder's responsibility to visit the premises of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any way affect the work to be done and the equipment, materials and labor required.

3.1.2 The bidder is also required to carefully examine the specifications and contract documents, to inform themselves regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Failure to do so will not relieve the bidder of complete performance under the contract.

4.0 **QUALITY**

All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

5.0 **LAWS, PERMITS AND REGULATIONS**

Permit, Application, and License Fees

The contracted firm shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

5.1 **Compliance**

The contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The contracted firm is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the contracted firm will in no way relieve it of responsibility.

The contractor must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

6.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

The award of the contract, if it is awarded, will be to the lowest responsive and responsible bidder whose qualifications indicate the award will be in the best interest of the Entities, and whose bid complies with all prescribed requirements. No award will be made until the Entities has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the Entities within the time prescribed.

The Entities reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the Entities.

If the contract is awarded, the Entities will accept the bid and award the contract to the successful bidder(s) within one hundred twenty days (120) days after the opening of the bids by written notice to the successful bidder(s). Additional days may be added upon mutual written agreement between the Entities and the successful bidder.

The Entities reserves the right to reject any or all bids and to waive informalities, or to accept any bid or combination of bids which, in the Entities judgment, will best serve its interest.

**7.0 ACCEPTANCE OF BID**

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed acceptable upon completion of all steps in the procurement process and issuance of a Purchase Order or execution of a Contract by the Entities.

**8.0 PERFORMANCE TIME**

All material and parts shall be bid F.O.B. destination, at the job site. The performance time may be a factor in the evaluation of the bid. It is to be emphasized that the meeting of specified performance schedules is a significant part of ability to perform and that failure to meet such schedule may result in termination of the contract and will surely be considered in the evaluation of future bids.

**9.0 COLLUSION**

The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

The bidder, by affixing his signature to the **bid form**, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

**10.0 ADDENDA**

Addenda issued by the Entities prior to the bid opening shall be binding as if written into the original solicitation document. Bidders shall acknowledge receipt of the same as indicated on the bid form.

**11.0 VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

Unless otherwise governed by state or Federal law, this Part shall govern the protest and appeal of Procurement decisions by the Entities. The term "Bidder" includes any Person that responds to any type of Solicitation issued by the Entities (e.g., ITB, RFP, ITN), and is not limited solely to a Person that submits a bid in response to an Invitation to Bid (ITB).

**11.1 Notice of Solicitations and Awards**

The Entities shall provide notice of all Solicitations and Awards by Electronic posting in accordance with the Procedures, unless a different method is required by the Florida Statutes, in which case the Entities Shall provide notice in accordance with the requirement of the Florida Statutes.

**11.2 Solicitation Protest**

Any prospective Bidder may file a Solicitation Protest concerning a Solicitation.

11.2.1 Basis of the Solicitation Protest: The alleged basis for a Solicitation Protest shall be limited to the following:

- 11.2.1.1 The Solicitation is inconsistent with this Code or the requirements of applicable Florida Statutes;
- 11.2.1.2 The terms, conditions or Specifications of the Solicitation are in violation of, or are inconsistent with, applicable laws, Regulations, Procedures, policies or other legal authorities governing the Solicitation, including but not limited to the method of evaluating, ranking or awarding of the Solicitation, reserving rights of further negotiations, or modifying or amending any resulting Contract; and
- 11.2.1.3 The Solicitation instructions are unclear or contradictory.

#### 11.2.2 Timing and Content of the Solicitation Protest

The Solicitation protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth business day after the solicitation was posted by the Entities. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the bidder’s right to protest or appeal any solicitation defects, and shall bar the bidder from subsequently raising such solicitation defects in any subsequent Award protest, if any, or any other administrative or legal proceeding.

### 11.3 **Award Protest**

Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an Award Protest. However, an Award Protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.

#### 11.3.1 **Basis of the Award Protest**

The alleged basis for an Award Protest shall be limited to the following:

- 11.3.1.1 The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
- 11.3.1.2 The Entities failed to substantively follow the Procedures or requirements specified in the Solicitation documents, except for minor irregularities that were waived by the Entities in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
- 11.3.1.3 The Entities made an identifiable mathematical or other errors in evaluating the responses to the Solicitation, resulting in an incorrect score and not protesting party not being selected for award.

#### 11.3.2 **Timing and Content of the Award Protest**

The Award Protest must be in writing and provide all content in accordance with the Alachua County Code, Chapter 22 “Procurement”, Article 9 “Legal and Contractual Remedies” and must be received by the Procurement Manager by no later than 3:00 PM on the fourth Business day after the County’s proposed Award decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder’s right to protest or appeal the County’s proposed Award decision in any administrative or legal proceeding.

11.4 **Burden of Proof**

Unless otherwise provided by Florida law, the burden of proof shall rest with the protesting party.

11.5 **Stay of Procurement during Protests**

In the event of a timely protest, the Entities shall not proceed further with the Solicitation or with the award of the Contract until the County Manager, after consultation with the head of the Using Agency, makes a written determination that the award of the Solicitation without delay is:

11.5.1 necessary to avoid an immediate and serious danger to the public health, safety, or welfare;

11.5.2 necessary to avoid or substantially reduce significant damage to Entities property;

11.5.3 necessary to avoid or substantially reduce interruption of essential Entities Services; or;

11.5.4 otherwise in the best interest of the public.

## **PART B - TERMS AND CONDITIONS**

### **1.0 DEFINITION OF TERMS**

Where the following terms or their pronouns occur herein, the intent and meaning shall be as follows:

**COUNTY/OWNER:** Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative.

**BID PRICE:** The amount bid submitted on the prescribed forms by the bidder setting forth the prices for the work to be performed.

**BIDDER:** Any person, firm or corporation submitting a proposal/bid for the goods and/or services contemplated herein, or a duly authorized representative.

**CONTRACT:** The written agreement resulting from this solicitation, incorporating the bid submitted by the bidder and which is approved by the Board, or its designee, along with all documents identified in this Invitation to Bid document and any addenda, thereto, shall be the contract between the Entities and the bidder.

**CONTRACT DOCUMENTS:** The Agreement, Specifications, Drawings, Addenda whether issued prior to opening of bids or execution of the Contract and Modifications.

**CONTRACTOR:** Any person, firm, corporation, or governmental entity with whom the Entities has executed a contract for the performance of the work, or his duly authorized representative.

**DIRECTOR:** The duly authorized representative of the Entities during the contract period as identified herein.

**ENTITIES:** Alachua County Board of County Commissioners, Alachua County, Florida or its authorized representative and/or City of Gainesville Commission, Gainesville, Florida or its authorized representative.

**RESPONSIBLE AGENT:** The duly authorized representative of the Entities during the contract period.

**SPECIFICATIONS:** The directions, provisions, and requirements contained herein, together with all written agreements made setting out or relating to the method and manner of performing the requested services, the quality of material and personnel to be furnished under this contract. All applicable laws of the State of Florida, the Federal Government and the Rules and Regulations of the Entities are hereby adopted and made part hereof as specifications.

**WORK:** To provide all management, supervision, labor, materials, supplies and equipment. To plan, schedule, coordinate and assure effective performance of all services described herein.

### **2.0 CONTRACTOR'S INSURANCE**

The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in, **EXHIBIT J.**

Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

**3.0 BONDING REQUIREMENTS (Not Applicable)**

**4.0 MODIFICATIONS**

This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

The Entities will not be bound under this agreement for similar or like services being provided by Entities or for services entered into by the Entities under a separate agreement.

**5.0 SEVERABILITY**

If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**6.0 INDEPENDENT CONTRACTOR**

In the performance of this agreement, the Contractor will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the Entities. The Contractor shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Contractor in the full performance of the agreement.

**7.0 TERM OF THE CONTRACT**

The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2020** and continue through **September 30, 2021** unless earlier terminated as provided herein. The Entities has the option of renewing this agreement for **two (2)** additional **one (1)** year-periods and the same terms and conditions outlined here in. The amendments to extend the contract will be issued once the Entities has exercised the option to renew.

**8.0 RESPONSIBLE AGENT**

The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor, **EXHIBIT I**.

The Department Director will be the responsible agent for the Entities. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.

A letter when addressed and sent by certified list mail to either part, at its business herein, will constitute notice required in this bid or contract.

**9.0 ASSIGNMENT OF PERSONNEL**

All personnel assigned to the project will be subject to the approval of the Entities and no changes shall be allowed unless prior written approval is obtained.

**10.0 GOVERNING LAW**

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

**11.0 AWARD OF CONTRACT(S)**

The Entities reserves the right to award contracts to more than one (1) firm as determined to be in the best interest of the Entities.

## 12.0 **ASSIGNMENT OF INTEREST**

The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Entities. Therefore, the vendor hereby assigns to the Entities any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

## 13.0 **INDEMNIFICATION**

The Purchaser agrees to protect, defend, indemnify, and hold the Entities and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the Entities and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the Entities shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the Entities and the Purchaser.

Nothing contained herein shall constitute a waiver by the Entities of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

## 14.0 **AMENDMENTS**

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

## 15.0 **DEFAULT AND TERMINATION**

The failure of either party to comply with any provision of this agreement shall place that party in default. Prior to terminating this agreement, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. Department Director is authorized to provide written notice of termination on behalf of the Entities, and if the default situation is not corrected within the allotted time, the Department is authorized to provide final termination notice on behalf of the Entities to the Contractor.

The Entities may terminate this agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The Department Director is authorized to provide written notice of termination on behalf of the Entities.

If the contractor is adjudged bankrupt, either voluntary or involuntary, the Entities may terminate the contract effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service as previously outlined.

In the event funds to finance this contract become unavailable, the Entities may terminate the contract with no less than twenty-four hours' notice in writing to the Contractor. The Entities shall be the final authority as to the availability of funds.

**16.0 SUCCESSORS AND ASSIGNS**

The Entities and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the Entities shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Entities or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the Entities or the Contractor.

**17.0 NON WAIVER**

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

**18.0 BOOKS AND RECORDS**

The Entities shall have the right to audit, review, examine and transcribe any pertinent records or documents relating to any contract resulting from this solicitation held by the Contractor. The Contractor will retain all documents applicable to the contracts for a period of not less than three years after final payment is made.

**19.0 ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of employees, other persons and property.

Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent or his designee of such conditions.

**20.0 WORKPLACE VIOLENCE**

Employees of bidders (or responders for RFP's) are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

## **PART C- TECHNICAL SPECIFICATIONS**

### **1.0 SCOPE**

The provisions contained in this section are intended to be cooperative with, to supplement or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern.

All work specified shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road & Bridge Construction (July 2020) – Divisions II and III as amended by these specifications. Scope shall include all work category's covered by Division II of the FDOT Standard Specifications, including but not limited to earthwork, base courses, asphalt (including milling & full depth reclamation), concrete (sidewalk, curb, and structures), signing and pavement markings, signalization and incidental construction (pavers, detectable warning surfacing, guardrail/fencing and sod/landscaping). Work will be performed at various locations within Alachua County, on both existing and new construction. Work shall include Maintenance of Traffic in accordance with FDOT Standard Plans (FY 20-21) and the Manual on Uniform Traffic Control Devices.

#### **1.1 Description of Goods and Services**

- 1.1.1 A partial list of products to be ordered are described on the pages following **EXHIBIT A, BID FORM**.
- 1.1.2 Any quantities indicated herein are only estimated and the Entities reserve the option to increase/and or decrease quantities, or delete items as required.
- 1.1.3 The Entities reserves the option to add item(s) within the scope of the bid, via obtaining quotes from each awarded Contractor. Such pricing shall be documented in the Work Order Authorization and buck-up documentation provided.
- 1.1.4 Cost for services that are not established on **EXHIBIT A, BID FORM**, but within the scope of the bid, will be quoted for each project to all awarded vendors. Vendors are required to respond to the request for quote, either by giving cost for the requested services or responding not interested in completing the work.

#### **1.2 Release of Lien**

- 1.1.5 Prior to any payment for completed and accepted work, the Contractor shall provide an Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien on a form acceptable to the Entities.

#### **1.2 Scheduling**

- 1.2.1 Work to be performed will be provided by the Entities to the Contractor, in writing, via a Work Order, specifying the requested dates for the work to be performed and estimated value of the work. Work will be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule.

- 1.2.2 A minimum of 30% of the price for each Work Order issued shall be for asphalt placement.
- 1.2.3 Performance and Payment Bond for 100% of the assigned work shall be provided prior to issuance of a Notice to Proceed.

1.3 **Traffic Control**

1.3.1 The Contractor shall provide necessary traffic control in conformance with FDOT Standard Plans (FY20-21), during the conduct of any work requested by the Entities under this contract. The cost of traffic control shall be included in the unit cost of work performed.

1.4 **Superpave Asphalt Concrete & Asphalt Concrete Friction Course Specifications**

1.4.1 Section 334 is replaced as follows:

**334-1** Description.

**334-1.1** General

Construct a Hot Mix Asphalt (HMA) pavement based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use a HMA mix that meets the requirements of this specification

**334-1.2** Asphalt Work Mix Categories

Construction of Hot Mix Asphalt Pavement will fall into one of the following work categories:

**334-1.2.1** Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

**334-1.2.2** Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

**334-1.2.3** Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

**334-1.3** Mix Types

Use the appropriate HMA mix as shown in Table 334-1.

Table 334-1 HMA Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Department's Standard Specifications for Road and Bridge Construction.

**334-1.4 Gradation Classification**

HMA mixes are classified as either coarse or fine, depending on the overall gradation of the mixture. Coarse and fine mixes are defined in 334-3.2.2. Use only fine mixes.

The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

- Type SP-9.5, FC-9.5 .....9.5 mm
- Type SP-12.5, FC-12.5 .....12.5 mm

**334-1.5 Thickness**

The total pavement thickness of the HMA pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{\text{mm}} \times 43.3$$

where:  $t$  = Thickness (in.) (Plan thickness or individual layer thickness)  
 $G_{\text{mm}}$  = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

**334-1.5.1 Layer Thicknesses:** Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for HMA mixtures are as follows:

- Type SP-9.5, FC-9.5 .....¾ – 1-1/2 inches
- Type SP-12.5, FC-12.5 .....1 ½ – 2-1/2 inches

**334-1.5.2 Additional Requirements:** The following requirements also apply to HMA mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.
2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by ½ inch, and the maximum allowable thickness may be increased by ½ inch, unless called for differently in the Contract Documents.

**334-1.6 Weight of Mixture**

The weight of the mixture shall be determined as provided in 320-2.2 of the Florida Department of Transportation (FDOT) specifications.

**334-2 Materials.**

**334-2.1 Superpave Asphalt Binder**

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Qualified Products List (QPL). If the Contract calls for an alternative binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

**334-2.2 Aggregate**

Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

**334-2.3 Reclaimed Asphalt Pavement (RAP) Material**

**334-2.3.1 General requirements:** RAP may be used as a component of the asphalt mixture, if approved by the Engineer. Per 407.141(d)1. Of the Alachua County Unified Land Development Code, the use of RAP material is prohibited in final surface courses will not be approved. Usage of RAP is subject to the following requirements:

1. Limit the amount of RAP material used in the mix to a maximum of 50% by weight of total aggregate. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt content of 4.0% by weight of total mix. . As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

**334-2.3.2** Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, viscosity and bulk specific gravity ( $G_{sb}$ ) of the RAP material based on a representative sampling of the material.

**334-2.3.3** Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
< 20	PG 67-22
20 – 29	PG 58-22
≥ 30	PG 52-28

**334-3** Composition of Mixture.

**334-3.1** General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

### 334-3.2 Mix Design

**334-3.2.1 General:** The Contractor shall use a valid, currently approved FDOT Mix Design. Copies of approved mix design shall be provided by the Contractor and shall be approved by the County prior to use. Design the asphalt mixture in accordance with AASHTO R 35-09, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

**334-3.2.2 Mixture Gradation Requirements:** Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

**334-3.2.2.1 Mixture Gradation Classification:** Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point. Use only fine mixes.

**334-3.2.3 Gyratory Compaction:** Compact the design mixture in accordance with AASHTO T312-12 with the following exceptions: use the number of gyrations at  $N_{\text{design}}$  as shown in Table 334-3.

Traffic Level	$N_{\text{design}}$ Number of Gyrations
A	50
B	65
C	75

**334-3.2.4 Design Criteria:** Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6.  $N_{\text{initial}}$  and  $N_{\text{maximum}}$  requirements are not applicable.

**334-3.2.5 Moisture Susceptibility:** Test 4 inch specimens in accordance with FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 psi. If necessary, add a liquid anti-stripping agent from the FDOT's Qualified Products List or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's Qualified Products List. Add 0.5% liquid anti-stripping agent by weight of binder.

**334-3.2.6 Additional Information:** In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations ( $N_{\text{design}}$ ).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity ( $G_{\text{sb}}$ ) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature. Do not exceed a target temperature of 330°F for modified asphalts and 315°F for unmodified asphalts.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.

#### **334-4 Process Control**

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

#### **334-5 General Construction Requirements**

##### **334-5.1 Weather Limitations**

Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

##### **334-5.2 Limitations of Paving Operations**

**334-5.2.1 General:** Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken.

**334-5.2.2 Air Temperature:** Spread the mixture only when the air temperature in the shade and away from artificial heat meets the requirements of Table 334-4.

Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

### 334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range.

### 334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

### 334-5.5 Preparation of Surfaces Prior to Paving

**334-5.5.1** Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

**334-5.5.2** Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

**334-5.5.3** Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

**334-5.5.4** Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gal. per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd <sup>2</sup> )
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

### 334-5.6 Placing Mixture

**334-5.6.1 Alignment of Edges:** With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

**334-5.6.2 Rain and Surface Conditions:** Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

**334-5.6.3 Checking Depth of Layer:** Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

**334-5.6.4 Hand Spreading:** In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

**334-5.6.5 Spreading and Finishing:** Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

**334-5.6.6 Thickness Control:** Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by  $\pm 50$  lbs per sy for layers  $\geq 2.5$  inches or exceeds the target spread rate by  $\pm 25$  lbs per sy for layers  $< 2.5$  inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

**334-5.6.7 Material Transfer Vehicle:** For all final surfaces courses the contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) to allow for continuous paving and remixing of asphalt materials.

### **334-5.7 Leveling Courses**

**334-5.7.1 Patching Depressions:** Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

**334-5.7.2 Spreading Leveling Courses:** Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

**334-5.7.3 Rate of Application:** When using Type SP-9.5 (fine graded) for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

### **334-5.8 Compaction**

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

### **334-5.9 Joints**

**334-5.9.1 Transverse Joints:** Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

**334-5.9.2 Longitudinal Joints:** For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

### **334-5.10 Surface Requirements**

Construct a smooth pavement with good surface texture and the proper cross slope.

**334-5.10.1 Texture of the Finished Surface of Paving Layers:** Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent  $G_{mm}$  of the segregated area using the average  $G_{mb}$  of the roadway cores and the representative PC  $G_{mm}$  for the questionable material. If the average percent  $G_{mm}$  is less than 90.0, address the segregated area in accordance with 334-5.10.4.

**334-5.10.2 Cross Slope:** Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

**334-5.10.3 Pavement Smoothness:** Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FM 5-509.

#### **334-5.10.3.1 Straightedge Testing:**

**334-5.10.3.1.1 Acceptance Testing:** Using a rolling straightedge, test the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

**334-5.10.3.1.2 Final (Top) Pavement Layer:** At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

**334-5.10.3.1.3 Straightedge Exceptions:** Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, bicycle/shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

**334-5.10.4 Correcting Unacceptable Pavement:** Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides of the defective area for the full width of the paving lane, at no additional cost.

**334-6 Acceptance of the Mixture**

**334-6.1 General**

Contractor Quality Control test results may be verified by the County by separate sample.

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

**334-6.2 Certification by the Contractor**

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

**334-6.3 Certification and Process Control Testing by the Contractor**

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. ***The contractor shall provide this information package within 5 (five) business days; if the package is not received within this time period, 10% of the asphalt placed shall not be paid for each and every calendar day the package is not submitted as liquidated damages.*** If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the County, or performing an Engineering analysis to determine the final disposition of the material.

**334-6.3.1 Process Control Sampling and Testing Requirements:** Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P<sub>8</sub> and P<sub>200</sub>) and asphalt binder content (P<sub>b</sub>). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day. The Contractor shall be responsible for cutting 6 inch diameter cores at the same frequency described above for County verification.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G<sub>mm</sub>) from the approved mix design. If the Contractor or Engineer suspects that the mix design G<sub>mm</sub> is no longer representative of the asphalt mixture being produced, then a new G<sub>mm</sub> value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

Characteristic	Tolerance
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G <sub>mm</sub>

**334-6.4** Process Control Testing by the Contractor and Acceptance Testing by the Engineer On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P<sub>8</sub> and P<sub>200</sub>) and asphalt binder content (P<sub>b</sub>). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per project; however the engineer may randomly obtain samples at his discretion. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the County, or performing an Engineering analysis to determine the final disposition of the material.

**334-6.4.1** Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

### **334-7** Method of Measurement

For the work specified under this Section, the quantity to be paid for the area placed and accepted in square yards or will be the weight of the mixture, in tons. No compensation is provided for asphalt beyond the specified thickness. Areas below the specified thickness shall be corrected at no cost to the County.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent and the tack coat application as specified in 334-5.5.4. There will be no separate payment for the asphalt or unit price adjustment for binder material in the asphalt mix.

The cost of traffic control related to operations in this section shall be included in the unit cost of work performed.

**334-8** Basis of Payment

**334-8.1** General

Price and payment will be full compensation for all the work specified under this Section (including the applicable requirements of Sections 320 and 330). No composite pay factor or fuel adjustment will be paid. Bituminous adjustment shall be paid in accordance with Section 9-2 of the FDOT Specifications.

Section 337 is revised or the following requirements are added as follows; in the event any information contained hereinafter conflicts with the FDOT Standard Specification, the provisions herein shall prevail:

**334-1.2** Asphalt Work Mix Categories and FC requirements of Section 334 apply to this section.

**337-6.1** FC-9.5 and FC-12.5

Mixture acceptance shall meet the requirements of 334-6.

**337-7.8** Material Transfer Vehicle

The contractor shall utilize a remixing material transfer vehicle (example: Roadtec MTV1000 or Terex CR662RM) for all friction courses to allow for continuous paving and remixing or asphalt materials.

**334-11** Method of Measurement

The cost of traffic control related to operations in this section shall be included in the unit cost of work performed.

**334-12.1** Basis of Payment

**334-8.1** General

No composite pay factor or fuel adjustment will be paid. Material acceptance shall meet the requirements of 334-6. Bituminous adjustment shall be paid in accordance with Section 9-2 of the FDOT Specifications.

## PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- [Bid Form](#) (Remember to fill this form out completely) THIS FORM MUST BE SIGNED.
- Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- Fill out all of the exhibits as required, especially [Exhibit D](#), Small Business Enterprise (SBE) Program Participation Form and [Exhibit E](#) Alachua County Government Minimum Wage (GMW) Form.
- Include any insurance requirements.
- Include any bonds that may be applicable.
- Remember to post your Bid on [DemandStar](#) prior to the submittal deadline.

If you have questions concerning these items or other, sections of the bid solicitation please contact Procurement for clarification prior to submitting your bid.

# EXHIBIT A

## BID FORM

BID NUMBER:                   **21-7**

BID OPENING DATE:       **2:00 pm, Wednesday, July 15, 2020**

TO: The County Commissioners, County of Alachua:

The undersigned, as Contractor, hereby declares that he has carefully read and examined the specifications and with full knowledge of all conditions, under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

**All Zones are measured on a radius from the intersection of Main Street and University Avenue as indicated:**

<b>Zone</b>	<b>Description</b>
Zone I	0.0 - 10 miles
Zone II	10.1 - 15 miles
Zone III	15.1 - 20 miles
Zone IV	20.1 - 25 miles
Zone V	25.1 - 30 miles

**Part 1 –Asphalt Work Category 1:** Tonnage requested will be placed at a single work zone. Once mobilized, equipment will not require transport until completion of project. If tonnage is placed in multiple work zones and separated by 2,600 ft. and requiring equipment to be moved by transport equipment, price paid will be applicable to the tonnage placed and accepted at the separate work zones.

### Type SP-9.5 Asphaltic Concrete, Cost (\$) per Ton

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-12.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Part 2 - Asphalt Work Category 2:** Tonnage requested will be placed at a single work zone. Once mobilized, equipment will not require transport until completion of project. If tonnage is placed in multiple work zones and separated by 2,600 ft. and requiring equipment to be moved by transport equipment, price paid will be applicable to the tonnage placed and accepted at the separate work zones.

**Type SP-9.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-12.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-9.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-12.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-9.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-12.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-9.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-12.5 (PG 76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Part 3 - Asphalt Work Category 3:** Tonnage requested will be placed at a single work zone. Once mobilized, equipment will not require transport until completion of project. If tonnage is placed in multiple work zones and separated by 2,600 ft. and requiring equipment to be moved by transport equipment, price paid will be applicable to the tonnage placed and accepted at the separate work zones.

**Type SP-9.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-12.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-9.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-12.5 Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-9.5 (PG 76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type SP-12.5 (PG 76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-9.5 (PG 76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Type FC-12.5 (PG 76-22) Asphaltic Concrete, Cost (\$) per Ton**

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>0-150</b>	\$	\$	\$	\$	\$
<b>151-250</b>	\$	\$	\$	\$	\$
<b>251-500</b>	\$	\$	\$	\$	\$
<b>Over 500</b>	\$	\$	\$	\$	\$

**Part 4 – Subcontracted Work:** Percent mark-up for subcontracted work for items quoted under the awarded agreement.

<b>Tons</b>	<b>Zone I</b>	<b>Zone II</b>	<b>Zone III</b>	<b>Zone IV</b>	<b>Zone V</b>
<b>Mark-up</b>	%	%	%	%	%

Acknowledge Receipt of Addendum(s) (if applicable circle):

#1    Yes    No    #2    Yes    No    #3    Yes    No    #4    Yes    No

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

Address: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT B**

\_\_\_\_\_  
(Insert Name of Corporation)

**CORPORATE RESOLUTION**

**GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors (“Directors”) of \_\_\_\_\_, a

(insert name of company)

\_\_\_\_\_ corporation (the “Corporation”), at a duly and properly

(insert state of incorporation)

held meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, did hereby consent to, adopt, ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of \_\_\_\_\_ and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter county and political subdivision of the State of Florida:

**NAME**

**TITLE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Procurement Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Procurement Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

**(Corporate Seal) Secretary of the Corporation**

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

\_\_\_\_\_

(Print Secretary's Name)

**EXHIBIT C**

**PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION**

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida ‘public records’ are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

**I. NO EXEMPTION FROM PUBLIC RECORDS LAW**

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

--- OR ---

**II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY**

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder’s Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**Small Business Enterprise (SBE) Program Participation Form**

**BID NUMBER: 21-7 Annual Asphaltic Concrete Surfacing Services**

***OPTION 1***

**I certify that our Company is an Alachua County Certified Small Business Enterprise (SBE) registered prior to the Bid opening.**

**Circle One:**

**Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to Option 2).**

***OPTION 2***

**I certify that our Company will perform ALL work and that no subcontractors will be utilized for this bid.**

**Circle One:**

**Yes (If yes, complete and sign the last page of this Exhibit)**

**No (If No, proceed to Option 3.)**

# EXHIBIT D

**BID NUMBER: 21-7 Annual Asphaltic Concrete Surfacing Services**

## ***OPTION 3***

**SBE Participation.** I certify that our Company has contacted the Alachua County's Certified SBEs listed below. I state that the following information regarding SBE Subcontractors is true and correct to the best of my knowledge and belief.

Alachua County has adopted a 15% SBE participation goal and policies which encourage participation of Small Business Enterprises (SBE) in the provision of labor, time, supplies, services or construction items of any kind materials.

**SBEs are located in the [Alachua County Small Business Enterprise Directory](#).**

Subcontractor (any business entity holding a subcontract with the prime vendor) services are defined as, "a contract with another business entity that obtains labor, time, supplies, services or construction items of any kind."

Vendors submitting bids under this solicitation are to identify the intended SBE subcontractors. These SBEs have agreed to perform the work for the total dollar value and percentage of the bid set forth below.

**If SBE subcontractors are not utilized and listed below or if option 1 or 2 was not chosen, you must proceed to Option 4 and document your Good Faith Effort.**

SBE Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

SBE Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

SBE Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_ %

# EXHIBIT D

**BID NUMBER: 21-7 Annual Asphaltic Concrete Surfacing Services**

## *OPTION 4*

**SBE Good Faith Effort. To be considered responsive all Vendors should have SBE Participation or demonstrate a good faith effort to utilize SBE subcontractors. If option 1, 2 or 3 was not chosen the Vendor should complete the section below substantiating compliance with good faith effort requirements.**

**In accordance with Section 22.11-207, of the Alachua County Procurement Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response should be recorded in the section below.)**

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

Name of SBE Company: \_\_\_\_\_

Date SBE Contacted: \_\_\_\_\_

SBE Contact Name and Phone #: \_\_\_\_\_

Must be completed by. SBE Response when contacted: \_\_\_\_\_

**EXHIBIT D**

**BID NUMBER: 21-7 Annual Asphaltic Concrete Surfacing Services**

**I as the undersigned Vendor certify that I have completed one of the option(s) below (Circle One):**

**OPTION 1**

**OPTION 2**

**OPTION 3**

**OPTION 4**

**If you are unable to certify that, you have completed to the best of your knowledge and belief  
OPTION 1, OPTION 2, OPTION 3 or OPTION 4, CALL (48 hours prior to bid opening)  
Procurement at 352.374.5202, for direction.**

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

**EXHIBIT E**

**ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**

**Bid 21-7 Annual Asphaltic Concrete Surfacing Services**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Bid/RFP are paid, and will continue to be paid, in accordance with Chapter 22, Article 12 of the Alachua County Code.

Please mark the appropriate box below that applies to how you pay your employees:

- Employees involved with Alachua County projects are paid a minimum of \$14.50 hourly or the current prevailing wage and are provided health benefits?
  
- Employees involved with Alachua County projects are paid a minimum of \$16.50 hourly or the current prevailing wage but are not provided health benefits?

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

Address: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F**

**DRUG FREE WORKPLACE**

Florida Statute , Section 287.087 of the Alachua County Procurement Code and Section 41-530 of the City of Gainesville’s Financial Services Procedures Manual states that whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process

The undersigned vendor in accordance with §287.087, Florida Statute hereby certifies that

\_\_\_\_\_

Name of Business

Does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_

Bidder's Signature

\_\_\_\_\_

Date

**EXHIBIT G**

**Proposed Subcontractors (Non-Small Business Enterprise) Form**

**BID NUMBER: 21-7 Annual Asphaltic Concrete Surfacing Services**

**This form is for all Non-Small Business Enterprise subcontractors being utilized on this project that are not included on Exhibit B.**

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Scope of Work to be Performed: \_\_\_\_\_

Total \$ Value: \$ \_\_\_\_\_ % of Total BID/RFP: \_\_\_\_\_%

If additional space is required for your subcontractor listing, make copies of this **Exhibit G** and submit with you bid package.

**EXHIBIT H**

**BIDDER'S QUESTIONNAIRE**

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Number of years in this type of service? \_\_\_\_\_ Number of years licensed in Alachua County: \_\_\_\_\_

Number of employees "ON THE JOB" each week: \_\_\_\_\_ Number of employees "ON CALL" each week: \_\_\_\_\_

Will you subcontract any part of this work: Yes No  
If so, give details:

\_\_\_\_\_

List all major equipment which will be available upon commencement of the agreement to perform the required service: \_\_\_\_\_

Do you currently hold any municipality contracts: Yes No  
If so, please indicate below:

\_\_\_\_\_

List three references of firms receiving similar service to that requested in this bid (comparable facility size):

1) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

2) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

3) Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Are your employees screened by: (indicate below)

- 1) Polygraph
- 2) General Interview
- 3) Background Investigation
- 4) Police Record Check
- 5) Additional

Have any leases, contracts or agreements for services held by your firm ever been canceled or terminated before the end of the term by either party: Yes \_\_\_\_\_ No \_\_\_\_\_. If the answer is yes, state the location and circumstances on an "attachment" to this questionnaire.

What constitutes your normal business days and working hours: \_\_\_\_\_

Describe below, your firm's operational plan for providing the services under this agreement:

\_\_\_\_\_

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

**EXHIBIT I**

**RESPONSIBLE AGENT FORM**

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the Entities and the contractor by completing and returning this Responsible Agent Form. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor

RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ALTERNATE RESPONSIBLE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

## **EXHIBIT J**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor’s insurance and shall be non-contributory.

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

Department Contact: **James “Tony” Flegert**  
Department: **Public Works**  
Phone: **352.374.5245**  
Email: **[jflegert@alachuacounty.us](mailto:jflegert@alachuacounty.us)**  
Bid: **21-7 Annual Asphaltic Concrete Surfacing Services for Alachua County and the City of Gainesville**

# EXHIBIT K

## AGREEMENT FOR CONTRACTUAL SERVICES

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and \_\_\_\_\_, doing business at \_\_\_\_\_ hereinafter referred to as "Contractor" (collectively hereinafter County and Contractor referred to as "Parties")

### WITNESSETH

**WHEREAS**, the County issued Bid or RFP #\_\_\_\_\_ seeking Contractors to furnish \_\_\_\_\_, in Alachua County, Florida, for the benefit of \_\_\_\_\_; and

**WHEREAS**, after evaluating and considering all timely responses to Bid or RFP #\_\_\_\_\_, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, the County desires to employ the Contractor to provide the services described in Bid or RFP # \_\_\_\_\_ and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This agreement is effective for \_\_\_\_\_year(s) beginning \_\_\_\_\_ and continuing through \_\_\_\_\_unless earlier terminated as provided herein. The County has the option of renewing this Agreement for \_\_\_\_\_additional \_\_\_\_\_ year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

2. **Duties of the Contractor.** The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "1."**

3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:

- 3.1. The Contractor is a professional qualified to perform the services described.
- 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
- 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.

4. **Method of Payment.** For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

- 4.1. The Contractor shall be paid a sum not to exceed \$ \_\_\_\_\_, for the initial term of the Agreement, allocated in the following manner:

- 4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if

such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Department

ATTN:

Address

Gainesville, FL XXXXX

4.3. All applications for payment shall be processed and paid in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act"), and shall be remitted to:

Contractor Name

Address

City/State/ZIP

Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with §112.061, Florida Statutes

- 4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.
- 4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.
- 4.4.3. Actual expense of reproductions, postage and handling of drawings and specifications.
- 4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

**OR**

4.4 Except as otherwise authorized in Section 4.1, the County shall not pay or reimburse the Contractor for any expenses incurred by the Contractor to perform the Work.

**IF SERVICES PROVIDED BY CONTRACTOR ARE EXEMPT UNDER THE ALACHUA COUNTY MINIMUM WAGE ORDINANCE, DELETE PARAGRAPH 5 BELOW**

**5. Alachua County Minimum Wage:**

5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government. “Covered Employees,” as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. Current required Alachua County Government Minimum Wage is \$13.50 per hour when health benefits are provided at the equivalent value of \$2.10 per hour and \$15.60 when health benefits are not provided (collectively, the “Minimum Wage”).

5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.

5.4. The Contractor must provide certification, **Exhibit 4**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

5.5. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements

5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

5.7. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

**6. Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Exhibit “2”**

**7. Personnel. (OPTIONAL)**

7.1. The Contractor will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following parties will perform those functions indicated:

**NAME**

**FUNCTION**

(list)

(list)

7.2. So long as the individuals named above remain actively employed or able to be retained by the Contractor, they shall perform the functions indicated next to their names. The \_\_\_\_\_ (manager) may authorize changes to this list in writing.

8. **Notice.** Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivered by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County's representatives are:

County:

Title

Department

PO Box

Gainesville, FL, ZIP

Contractor:

Corporate Name

Address

City/State/Zip

ATTN: \_\_\_\_\_

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Procurement Division  
Clerk of the Court 12 SE 1<sup>st</sup> Street  
12 SE 1<sup>st</sup> Street and Gainesville, Florida 32601  
Gainesville, FL 32602 Attn: Contracts/Grants  
ATTN: Finance and Accounting

**9. Default and Termination.**

9.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The \_\_\_\_\_ is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the \_\_\_\_\_ is authorized to provide final termination notice on behalf of the County to the Contractor.

9.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

9.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all Work completed prior to delivery of notice of termination. In the event of such Termination, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

## **10. Project Records.**

### **10.1 General Provisions:**

10.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with §119.0701, Florida Statutes, the Professional or Contractor (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

10.1.3 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

## **10.2 Confidential Information:**

10.2.1 During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

10.2.2 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

**10.3 Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

**10.4 Compliance:** A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**IF THE PROFESSIONAL OR CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE**

**11 Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in \_\_\_\_\_ **Exhibit "3"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**

**12 Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.

**13 Laws & Regulations.** The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

**14 Indemnification.**

14.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the County shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

14.2 The Contractor's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

14.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

14.5 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

**15. Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

**16. Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

**17. Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

**ALTERNATE**

**IF CONTRACTOR IS NOT COVERED BY WORKERS COMPENSATION**

In the performance of this agreement, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, techniques, sequence, and procedure utilized by Contractor in the full performance of this agreement. Neither Contractor nor any of its employees, officers, agents or any other individual directed to act on behalf of Contractor for any act related to this Agreement shall represent, act, or purport to act, or be deemed to be the agent, representative, employee or servant of the County. For Independent Contractors outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Worker's Compensation Act, the Independent Contractor outside the construction industry verifies that it has posted clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to worker's compensation benefits. Policies and decisions of Contractor, which may be represented by Contractor in performance of this Agreement, shall not be construed to be the policies or decision of the County.

18. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest**. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

20. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

26. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

28. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

29. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

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

\_\_\_\_\_, Chair

Board of County Commissioners

Date: \_\_\_\_\_

**IF CONTRACT IS LESS THAN \$50,000 CAN BE SIGNED  
BY COUNTY MANAGER**

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

\_\_\_\_\_

Alachua County Attorney's Office

**IF SIGNED BY COUNTY MANAGER**

**CLERK DOES NOT ATTEST AND**

**SIGNATURE BLOCK IS REMOVED**

**PROFESSIONAL**

ATTEST (By Corporate Officer)

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

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

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

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

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

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

Date: \_\_\_\_\_

**INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.**

**EXHIBIT 1: SCOPE OF SERVICES**

**EXHIBIT 2: DUTIES OF THE COUNTY**

**EXHIBIT 3: INSURANCE REQUIREMENTS**

**EXHIBIT 3-A: CERTIFICATE OF INSURANCE**

**EXHIBIT 4: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance (“Wage Ordinance”).

Corporate Name:

Address

City/State/Zip

Phone Number

Point of Contact \_\_\_\_\_

Project Description:

**CONTRACTOR**

ATTEST (By Corporate Officer)

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

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

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

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

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

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

Date: \_\_\_\_\_

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