

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID 19-907

**NW 16th Avenue Milling & Resurfacing and
NW 16th Avenue @ NW 2nd Street Signal**

Project No. 917-7902



**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

County Manager

Michele L. Lieberman

Public Works Director

Ramon D. Gavarrete, P.E.

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SECTION A

ADVERTISEMENT FOR BIDS

Notice is hereby given that the Board of County Commissioners of Alachua County, Florida is calling for Bids until **2:00 P.M. on Wednesday, July 31, 2019**, for the purpose of selecting a contractor to furnish all labor, materials, equipment and apparatus for the construction of BID: **19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**, in Alachua County, Florida. The project scope for Project 917-7902 consists of roadway resurfacing, sidewalk improvements from NW 13th Street to North Main Street and signal replacement and related work on NW 16th Avenue at NW 2nd Street in Gainesville, FL.

All work shall be done in accordance with the plans, specifications and special provisions. These contract documents may be obtained on the Demandstar website at www.demandstar.com. For assistance, please contact Demandstar customer service at 1-800-711-1712 and reference Alachua County.

Each Bid must be accompanied by a certified check, cashier's check, or **bid bond** payable to the County for an amount equal to at least five percent (**5%**) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

Guaranty Bonds in the form of a Performance and Payment Bond in amounts equal to one hundred percent (**100%**) of the Contract sum will be required of the successful bidder.

SPECIFICATION FOR:	NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902
BID NUMBER:	19-907
BID OPENING DATE:	2:00 pm, Wednesday, July 31, 2019
PLACE OF BID OPENING AND MAILING ADDRESS:	Alachua County Procurement County Administration Building, 3rd Floor 12 SE 1st Street Gainesville, FL 32601

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 Alachua County.

ONE (1) ORIGINAL and one (1) electronic copy (PDF FORMAT) of the bid in a sealed envelope, clearly marked "**Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**", shall be delivered to the Alachua County Procurement, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, July 31, 2019.**

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO INSURE DELIVERY OF THE BID TO THE PROCUREMENT OFFICE ON OR BEFORE THE DATE SPECIFIED.

No bidder may withdraw his bid for a period of one hundred and twenty (120) days after the date set for the opening of bids. The Board of County Commissioners, Alachua County, Florida, reserves the right to reject any and all bids, to waive informalities and to re-advertise.

TJ White, Procurement Agent
Alachua County, Florida

Publish: **6/26/19; 7/3/19**

SECTION B

INSTRUCTIONS TO BIDDERS

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

**INVITATION TO BID
SPECIFICATION FOR:**

**NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal -
Project No. 917-7902**

BID NUMBER:

19-907

BID OPENING DATE:

2:00 pm, Wednesday, July 31, 2019

**PLACE OF BID OPENING
AND MAILING ADDRESS:**

**Alachua County Procurement
County Administration Building
12 SE 1st Street, 3rd Floor
Gainesville, FL 32601**

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County is calling for and requesting the submission of bids for **NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902.**

The herein included **Section A** Advertisement for Bids, **Section B** Instructions to Bidders, **Section C** Bidders Check list, **Section D** General Conditions, **Section E** Special Conditions, **Section F** Insurance Forms, **Section G** Bid Forms, **Section H** Contract Administration Forms and **Section I** Sample Agreement; 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 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 Alachua County.

ONE (1) ORIGINAL and one (1) electronic copy (PDF FORMAT) of the bid in a sealed envelope, clearly marked "**Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**", shall be delivered to Alachua County Procurement, Third Floor County Administration Building 12 SE 1st Street Gainesville, Florida, 32601-6983, **for receipt no later than 2:00 pm, Wednesday, July 31, 2019.**

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.

LATE BIDS WILL NOT BE CONSIDERED. IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE DELIVERY OF THE BID TO THE PROCUREMENT OFFICE ON OR BEFORE THE DATE SPECIFIED.

1.3 Proprietary Information

Responses to this Invitation to Bid upon receipt by the County 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 submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT K, 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 County 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 County by reason of any legal action challenging your designation.

1.4 **Preparation of Bid**

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 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 Bidder, if an individual, shall sign their name and show their address in the blank space provided therefore. If the Bid is made by a partnership or corporation, the names of the partnership or corporation, together with the names and addresses of the partners or officers, shall be shown, and the Bid acknowledged by one of the partners or officers, as required. The completed proposals shall be submitted as outlined in **Section A**, Advertisement for Bids. The Bidder shall submit with his Bid a list naming any Subcontractors which the Bidder proposes to employ, and identify any small business enterprises included, on the form provided in **Section G**, Bid Form section. This form must be completed by Bidder, even where no subcontractors or SBE's (Small Business Enterprises) are proposed; Contractor will be required to indicate "None", and sign. Completion of this form and Proposed SBE Utilization will be an evaluation factor.

1.5 **Non-Warranty of Specifications**

Due care and diligence have been used in preparing these specifications, The County does not guarantee that the conditions described within the specifications are the conditions that will be found in the field when actual construction is commenced. The County 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.

1.6 **Interpretation of Plans and Specifications**

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, addressed to **Alachua County Procurement, Third Floor, County Administration Building, 12 Southeast 1st Street, Gainesville, Florida 32601-6983**; with reference to the appropriate bid number on the face of the envelope; **Or, email request to twhite@alachuacounty.us** . All requests for interpretation or corrections shall be received by the Procurement Agent no later than ten (10) days prior to the bid opening date. Any interpretation to a bidder will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative.**

1.7 **Acceptance/Rejection**

Alachua County 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 County 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.

1.8 **Certified Business Enterprise**

MBE/WBE/DBE businesses are encouraged to participate. In the event of a tie, if one of the businesses involved in the tie are minority or female owned, they shall be ranked above the other firm or firms involved in the tie. In compliance with the Florida Sunshine Amendment and Code of Ethics, Alachua County strictly enforces open and fair competition in its ITB's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required.

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

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

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

- 1.9.3 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.
- 1.9.4 The County will award a preference in evaluation points to certified SBE or contractors that meet the SBE participation goal in its RFP response.
- 1.9.5 SBE preference does not apply to contracts that are reserved in accordance with Section 22.34, Alachua County Code 06-28, in which the County reserved contracts for bidding only by SBEs. SBE bid preferences will not be combined.
- 1.9.6 **Proposed Subcontractors Requirements**
 - 1.9.6.1 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 C, Option 3.**
 - 1.9.6.2 If SBE subcontractors are **not available** for the bid/RFP you **should complete** a Good Faith Effort Form, **EXHIBIT C, Option 4.**
- 1.9.7 **Good Faith Effort Requirements**
 - 1.9.7.1 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/>
 - 1.9.7.2 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, under Section 22.36, Alachua County Code 06-28. The following factors shall be considered in making such determination:
 - 1.9.7.2.1 Whether the Contractor contacted SBEs listed in the Alachua County Small Business Enterprise Directory concerning contracting opportunities and provided them with adequate information about the plans, specifications and requirements of the contract.
 - 1.9.7.2.2 Whether the Contractor negotiated in good faith with interested SBEs, not rejecting them as unqualified without sound reasons based on a thorough review of their capabilities.
 - 1.9.7.2.3 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the 15% participation goal, including breaking the contract down into economically-feasible units.
 - 1.9.7.2.4 The Contractor will be expected to furnish documents substantiating compliance with good faith effort requirements, **EXHIBIT C.**

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

- 1.10.1 Services solicited for Bid 19-907 are 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. Bidders/Proposers should consider the cost of compliance, if any, when submitting bids.
 - 1.10.1.1 A contractor or subcontractor of the County providing a covered service to the County shall pay to all of its covered employees an Alachua County Government Minimum Wage of either the health benefit wage and provide health benefits or pay a non-health benefit wage.
 - 1.10.1.2 Alachua County Government Minimum Wage (GMW) for this contract will be:
 - 1.10.1.2.1 **\$13.50** per hour with qualifying health benefits amounting to at least **\$2.10** per hour
 - 1.10.1.2.2 **\$15.60** per hour without health benefits
- 1.10.2 The GMW rates are indexed (health benefit wage shall be recalculated on October 1st of each year) in accordance with Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") and are effective as of April 22, 2016. Employees of **service contractors and subcontractors performing** the covered services pursuant to the following County service contracts must be paid not less than the GMW as specified above.
- 1.10.3 The contractor shall certify, **Section G, Exhibit D**, to the County that it will pay each of its covered employees the GMW, and ensure that it will require that of its subcontractors. Upon execution, the certification shall become an obligation under the contract.

- 1.10.4 The bidders shall be required to execute the certification attached as **Section G, Exhibit D**, prior to the County executing the contract. Once executed, such certification will become a part of the contract. Additionally, prior to the County executing the contract, the awarded bidder shall provide the County the total increase in their bid price, if any, that was added to comply with aforementioned Wage Ordinance; such increase, if any, shall be included in the bidders price proposal. Failure to provide and sign **Section G, Exhibit D** or providing the increase in cost, if any, will prevent execution of the contract, may result in forfeiture of any applicable bid or proposal bond, and could result in other adverse action.
- 1.10.5 During the performance of this contract, the Contractor agrees as follows:
- 1.10.5.1 The Contractor shall comply with the Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance") requirements. Failure to do so shall be deemed a breach of contract and shall authorize the County to withhold payment of funds until the GMW requirements have been met.
- 1.10.5.2 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.

1.11 **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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.12 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, **Section G, Exhibit E**, secondly, to certified small business bidders, **Section G, Exhibit B**.

1.13 **Subcontractors**

Bidder shall notify the County of the proposed use of subcontractors in the provision of services required herein by completing and returning the Proposed Subcontractors Form, **Section G, Exhibit B and Exhibit C**. No subcontractor shall be employed by the Contractor for the provision of these services without the written approval of the County.

1.14 **Quality**

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

2.0 **LAWS, PERMITS AND REGULATIONS**

2.1 **Permit, Application, and License Fees**

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

2.2 **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.

DEFINITIONS

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

AGREEMENT: The written document between the County and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.

BID: The offer of proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

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 Bid for the work contemplated, or a duly authorized representative.

BONDS: Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER: A written order to the Contractor, signed by the Board of County Commissioners, County Manager, or the Public Works Director as appropriate, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Amount or the Contract Time, issued after execution of the Agreement.

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 County and the bidder.

CONTINGENCY AMOUNT: The total monies established to efficiently and timely address any unknown or unanticipated conditions and pay factor adjustments. Contractor has no entitlement to any contingency amount without written notice from the County.

CONTRACT PRICE: The total monies payable to the Contractor under the provisions of the Contract Documents.

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

CONTRACT TIME: The number of calendar days stated in the Agreement for the completion of the Work.

CONTRACTOR: The person, firm or corporation with whom the County has executed a contract for the performance of the Work, or his legally authorized representative.

COUNTY: Alachua County, Florida, through the Board of County Commissioners, or its authorized legal representative.

COUNTY ENGINEER: The Alachua County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

DIRECTOR: The Alachua County Engineer, or his authorized representative, 5620 NW 120 Lane, Gainesville, Florida 32653, acting for the County.

DRAWINGS: The drawings and plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Director and are referred to in the Contract Documents.

FIELD CHANGE ORDER: A written order to the Contractor signed by the Board of County Commissioners, County Manager, or the Public Works Director or designee for additional weather days or modifications to the work only for changes in unit quantities and for pay factor adjustments.

PROJECT REPRESENTATIVE: The authorized representative of the Director who is assigned to the project or any parts thereof.

RESPONSIBLE AGENT: The duly authorized representative of the Alachua County Board of County Commissioners during the contract period.

SHOP DRAWINGS: All Drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, materials or some portion of the Work.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written Agreements made or to be made, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Contract. Any state or national standard or specification referenced in Section E of these Contract Documents is herein made a part of the project Specifications, when work performed is described therein.

SUBCONTRACTORS: Any person, firm or corporation, other than the Contractor, supplying labor, equipment or material for work at the site of the project.

WORK: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment and other incidentals.

4.0 **EXAMINATION OF SITE**

Before submitting his proposal, it shall be the Bidder's responsibility to visit the site of the proposed Work and familiarize the Bidder with the nature and extent of the Work and any local conditions, either surface or subsurface, that may in any way affect the Work to be done and the equipment, materials and labor required. The Bidder shall also thoroughly examine the Specifications and Contract Documents, or other related documents, to inform the Bidder regarding any and all conditions and requirements that may in any manner affect the Work to be performed under this contract. Failure to do so will not relieve the Contractor of complete performance under this contract.

5.0 **INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities of Work to be done and materials to be furnished under this Contract, given in the bid form, shall be considered as approximate only and shall be used solely for the comparison of Bids received. The County does not guarantee that the quantities represented will be the actual quantities required for completion of the contract, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the Work. Payment to the Contractor shall be made only for the actual quantities of Work performed or materials furnished in accordance with the plans and other Contract Documents, and it is understood that the quantities may be increased or decreased as provided in the General Conditions without in any way invalidating any of the unit or lump sum prices bid.

6.0 **WITHDRAWAL OF BIDS**

Any Bidder may withdraw his Bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of Bids. No Bidder may withdraw his Bid for a period of one hundred and twenty (120) days after the date set for the receiving of bids.

7.0 **BID SECURITY:**

Each Bid must be accompanied by a certified check, cashier's check, or bid bond payable to the County for an amount equal to at least five percent (5%) of the amount of the Bid. The County will, within ten (10) days after the opening of the Bids, return deposits of all Bidders except those posted by the three lowest Bidders, whose deposits will be returned upon final award and execution of the contract between the successful Bidder and the County, and after a satisfactory contract Bond has been executed.

If the successful Bidder, for any reason whatsoever, withdraws from competition after the opening of the Bids, or fails or refuses to execute the contract and Bond within ninety (90) days after the Bidder has received notice of acceptance of his Bid, the Bidder shall forfeit to the County their Bid security deposit as liquidated damages for such withdrawal, failure or refusal. In the aforementioned situation, the successful Bidder shall be responsible to the Board of County Commissioners for the additional cost of said project, if any.

8.0 **QUALIFICATIONS OF BIDDERS**

8.1 **Consideration**

Bids will be considered only from firms normally engaged in providing and performing services specified herein. Bidders shall be required to show that they have had experience in construction work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years.

- 8.2 **General**
Bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County, and shall have all necessary licenses and permits required by law to do business with the County.
- 8.3 **Bidder's Questionnaire**
The County 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 Section G, Exhibit F.**
- 8.4 **Performance**
The County 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.
- 8.5 **Subcontractors**
The bidder shall submit with the Bid a list naming any Subcontractors which the Bidder proposes to employ. Such list shall be reviewed by the Director of Public Works prior to the award of Contract.

9.0 **DISQUALIFICATIONS OF BIDDERS**

Only the Bid from an individual, firm, partnership or corporation, under the same or different names, will be considered for the same Work. Should it be evident that any Bidder is interested in more than one Bid for the same Work, all Bids in which such Bidder is interested will be rejected.

Should there be reasonable ground for the County or Director to believe that a collusion or combination exists among Bidders, all Bids may be rejected and all participants in such combination or collusion may be barred from making future Bids for the same Work.

Only reliable Bidders, capable of performing the class of Work proposed, will be considered in awarding the contract. If the available evidence of competency of any Bidder is not satisfactory to the County, the Bid of such Bidder may be rejected.

10.0 **CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

- 10.1 **Consideration of Bid and Award**
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 County, and whose bid complies with all prescribed requirements. No award will be made until the County has concluded such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Bidder to do the work in accordance with the contract documents to the satisfaction of the County within the time prescribed.
- 10.2 Prior to the award of the contract, the County may require the Bidder to submit an analysis of any lump sum bid prices quoted, which will be considered in award of the contract.
- 10.3 The County reserves the right to award the contract to more than one bidder, as determined to be in the best interest of the County.
- 10.4 If the contract is awarded, the County will accept the bid and award the contract to the successful bidder(s) within thirty (30) days after the receiving of the bids by written notice to the successful bidder(s). Failure on the part of the successful Bidder to execute a contract and file an acceptable Performance and Payment Bond within thirty (30) days after the notice of acceptance shall be just cause of annulment of the award and the forfeiture of any Bid security. The County reserves the right to accept the Bid of the next lowest responsive and responsible Bidder or re-advertise for Bids. If the Bid of the next lowest Bidder is accepted, this acceptance shall bind such Bidder as though they were the original successful Bidder.
- 10.5 The County 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 County's judgment, will best serve its interest.

11.0 ACCEPTANCE OF THE BID

11.1 Acceptance of Offer

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 County.

11.2 It is the intent of the County to enter into a Contract in substantially the form attached to this bid document.

12.0 CONTRACT TIME FOR THE COMPLETION OF THE WORK AND LIQUIDATED DAMAGES

12.1 Time for completion

The contract time for **substantial completion** is **80** working days after issuance of a Notice Proceed. Contract time shall begin as specified in the Notice to Proceed. Contract time for **final completion** is **45** calendar days after substantial completion is met. See Section E-03 Special Conditions, Paragraph 1 for substantial completion definition.

12.2 Calendar Day

A calendar day is every day shown on the calendar. Calendar days will be consecutively counted from commencement of Contract Time regardless of weather, weekends, holidays, suspensions of Contractor's operations, delays or other events described herein.

12.3 Working Day

A working day is any calendar day, exclusive of Saturdays, Sundays and County-recognized legal holidays, on which the temperature, the weather and the condition of the soil are such that it is possible for the Contractor to make effective use of at least fifty percent (50%) of the current working day; also Saturdays, Sundays and holidays, on which the Contractor actually makes effective use of at least fifty percent (50%) of the current working day.

12.4 Weather Day

A scheduled working day on which the temperature, the weather and/or the conditions of the soil do not make it possible for the Contractor to make effective use of at least fifty percent (50%) of the day. Temperature, weather and soil conditions that apply are as outlined in Section E, Special Conditions.

12.5 Holidays

See Section E-03, Special Conditions, Paragraph 1-3.

12.6 Liquidated Damages

If the Contractor fails or refuses to prosecute the Work with such diligence as will insure its completion within the time stated in his Proposal or any extension thereof, or fails to complete Work within such time, for each calendar day that Work shall remain incomplete after the specified or adjusted **substantial completion time, \$1,665.00** per day shall be deducted from the monies due the Contractor and for each calendar day that Work shall remain incomplete after the specified or adjusted **final completion time, \$833.00** per day shall be deducted from the monies due the Contractor. If no monies are due the Contractor, his Surety shall be held liable for such amount. The Work shall begin no later than the time stated in the Notice to Proceed and be completed within the number of days stated in the accepted Bid.

12.7 Project Schedule

Timeliness is of the essence for this project. The expected timeline for this project is as follows:

Bid Award: August 2019

Contract Approval: September 2019

Pre-construction Conference and Notice-to-Proceed: Two weeks after the award of the contract

The actual dates may vary; however, the contractor should expect that a pre-construction conference will be held approximately two weeks after the award of the contract and that a notice-to-proceed shall be issued at that time.

13.0 PLANS FOR CONSTRUCTION

13.1 The successful Bidder will be furnished three (3) sets of construction plans and Specifications, exclusive of any referenced state or national standards or specifications, without charge.

14.0 **PERFORMANCE**

14.1 **Performance Time**

All material and parts shall be bid F.O.B. (Free On Board) 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.

15.0 **COLLUSION**

15.1 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.

15.2 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.

16.0 **ADDENDA**

16.1 Addenda issued by the County 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.

SECTION C
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 must be included in your BID submission. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies.
- ☐ Fill out **all of the exhibits** as required, especially **Exhibit B, Small Business Enterprise (SBE) Program Participation Form.**
- ☐ Include any insurance requirements.
- ☐ Include any payment, performance and/or bid bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline.
LATE BIDS WILL NOT BE CONSIDERED.
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.
- ☐ REMINDER: Parking around the County Administration Building, located @ 12 SE 1st Street, can be challenging. Please be aware that it can be difficult at times to find a place to park. As stated above LATE BIDS WILL NOT BE CONSIDERED.
- ☐ It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. LATE BIDS WILL NOT BE CONSIDERED.

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

SECTION D

GENERAL CONDITIONS

1.0 STARTING THE WORK

1.1 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.1 Pre-Construction Conference

Before starting Work, a conference will be held to review the above schedules and Submittal package (See 1.4 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.2 Notice to Proceed

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.3 Commencement of Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.4 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include: Exhibit R, Surveyor's license confirmation, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, Stormwater Pollution Prevention Plan and Quality Control Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 **WORK BY OTHERS**

- 4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **Section D**, Paragraphs 15-17.

5.0 **RESPONSIBLE AGENT**

- 5.1 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor, **Section G, Exhibit G**.
- 5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 5.3 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.

6.0 **ACCIDENT PREVENTION**

- 6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 6.2 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.

7.0 **SUBCONTRACTS**

- 7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.

- 7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Price shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.
- 7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 PHYSICAL AND SUBSURFACE CONDITIONS

- 8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 COUNTY ENGINEER'S STATUS DURING CONSTRUCTION

- 9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.

- 9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **Section D**, Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **Section D**, Paragraph 13.2, whether or not the Work is fabricated, installed or completed.
- 9.4 Neither the County Engineer's authority to act under this **Section D**, Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 **COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS**

- 10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Section D**, Paragraph 16.
- 10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 **TESTS AND INSPECTIONS**

- 11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **Section D**, Paragraph 19.
- 11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

- 12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return the form provided in **Section H Exhibit R**. He will at all times maintain good discipline and order among his employees at the site.
- 12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 **ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **Section D**, Paragraph 16 and 17.

14.0 **MODIFICATIONS**

- 14.1 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.
- 14.2 The County will not be bound under this agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 **CHANGES IN THE WORK**

- 15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **Section D**, Paragraphs 15-17.
- 15.2 The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **Section D**, Paragraph 16.
- 15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT PRICE**

- 16.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.
- 16.2 The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
- 16.2.1 The county manager may approve change orders and field change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or \$500,000.00, whichever is less. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.2 The administrative services director or public works director may approve change orders of up to \$100,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, provided that the cumulative total of these changes orders do not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.3 The county manager, administrative services director or public works director may approve all change orders and field change orders that do not increase the cost to the county.
- 16.2.4 The public works director may approve field change orders, provided that the cumulative total of all change orders and field change orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
- 16.2.5 Only the board may approve a change order or field change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.
- 16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.
- 16.4 The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in one of the following ways:
- 16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- 16.4.2 Mutual acceptance of a lump sum or unit price.
- 16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.
- 16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:
- 16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 16.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Pay factor adjustments will be adjusted in accordance with details outlined in Section E, Special Conditions.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost will be in the amount of the actual net decrease as determined in **Section D**, Paragraph 16.4 and processed by Change Order or Field Change Order.

17.0 **CHANGE OF THE CONTRACT TIME**

17.1 The Contract Time may be changed by a Change Order. Contract Time may be changed for Weather Days only in a Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager, Administrative Services Director or Public Works Director may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Additional work, utility delays and seasonal weather shall not be grounds to a claim for time extensions for this agreement.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **Section D**, Paragraph 17.1. Such delays shall only include, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the County.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **Section D**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 **NEGLECTED WORK**

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with nondefective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with nondefective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **Section D**, Paragraph 33 shall prevail.

20.0 **APPLICATIONS FOR PROGRESS PAYMENTS**

- 20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.
- 20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 **APPROVAL OF PAYMENTS**

- 21.1 The County Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the County, based on the County Engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of his knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2 The County Engineer's approval of final payment shall constitute an additional representation by him to the County that the conditions precedent to the Contractor's being entitled to final payment, as set forth in **Section D**, Paragraph 21.3, have been fulfilled.
- 21.3 The County Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the County. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:
- 21.3.1 The Work is defective.
 - 21.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
 - 21.3.3 The Contract Price has been reduced.
 - 21.3.4 The County has been required to correct defective Work or complete the Work in accordance with **Section D**, Paragraph 18, or
 - 21.3.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **Section D**, Paragraph 28.

22.0 **FINAL PAYMENT**

- 22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.
- 22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Affidavit and Release of Lien and Subcontractor/Materialman Waiver and Release of Lien, utilizing the form provided. Nothing in this section waives the rights of the Contractor under Section 255.05(11) F.S. The County Engineer will execute a Certificate of Completion and recommend final payment.
- 22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.

- 22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **Section D**, Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS

- 23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents.
- 23.2 The making and acceptance of final payment shall constitute:
- 23.2.1 A waiver of all claims by the County against the Contractor, other than those arising from unsettled Liens, from faulty or defective work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
- 23.2.2 A waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 INDEMNIFICATION

- 24.1 To the maximum extent permitted by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent 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.
- 24.2 The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend 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.
- 24.3 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 Contract between the County and the Contractor.
- 24.4 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 workmen's compensation acts, disability benefit acts or employee benefit acts.
- 24.5 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.

25.0 **DEFAULT AND TERMINATION**

- 25.1 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 or develop a plan and time line acceptable to the County to cure the default. The County Engineer 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 Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 25.2 The County may terminate the agreement without cause by first providing at least thirty (30) days written notice to the Contractor prior to the termination date. The County Engineer is authorized to provide written notice of termination on behalf of the County.
- 25.3 If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four 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 any notice of termination.
- 25.4 If the contractor is adjudged bankrupt, either voluntary or involuntary, the County 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.

26.0 **SUCCESSORS AND ASSIGNS**

- 26.1 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, and any assignment or transfer by the Contractor of its interest in this agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 **CONTRACT BONDS**

- 27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under the Contract Documents. These Bonds shall be in amounts at least 100% of the Contract Price and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 **CLEANING UP**

- 28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 **COUNTY'S RIGHT TO STOP OR SUSPEND WORK**

- 29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Amount or an extension of the Contract Price directly attributable to any suspension provided he makes a claim therefore as provided in **Section D**, Paragraphs 16 and 17.

30.0 **COUNTY'S RIGHT TO TERMINATE**

- 30.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 30.2 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.
- 30.3 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

31.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

- 31.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

32.0 **WORKPLACE VIOLENCE**

- 32.1 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.
- 32.1.1 Battery: intentional offensive touching or application of force or violence to another.
- 32.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

33.0 **MISCELLANEOUS**

- 33.1 **Written Notice**
Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person or electronically to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.
- 33.2 **Duties And Obligations**
Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **Section D**, Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.
- 33.3 **Governing Law**
The Contract Document shall be governed by the law of the State of Florida.

- 33.4 **Pollution Abatement**
The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.
- 33.5 **Injury Or Damage To People Or Property**
Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 33.6 **Health Considerations**
The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.
- 33.7 **Assignment Of Interest** –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
- 33.8 **Books And Project Records** –
- 33.8.1 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 Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 33.8.2 In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor’s possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the 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.
- 33.8.3 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor’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 Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as “Confidential Information” or “CI.”
- 33.8.4 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor 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. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor 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. Contractor releases County from claims or damages related to disclosure by County.
- 33.8.5 In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.

- 33.8.6 If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.
- 33.9 **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.

SECTION E
SPECIAL CONDITIONS

E-01 GENERAL

All work shall be performed in accordance with the design plans and the most current FDOT Standard Specifications for Road and Bridge Construction, except as provided in these "Special Conditions" or the "Modifications to the FDOT Standard Specifications for Road and Bridge Construction". Deviation from these standards will be permitted only upon presentation of specific written authorization by the County.

Whenever, in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, the following terms or their pronouns occur, they shall be defined as follows: Department of Transportation: Board of County Commissioners of Alachua County, Florida, or its duly authorized representative.

State Highway Engineer, State Transportation Engineer, District Engineer, Engineer of Materials and Tests, Engineer, Inspector: The Alachua County Engineer.

E-02 STANDARD DOCUMENTS

Construction shown on the Drawings shall conform to the technical portions of the: Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition, the Florida Greenbook, 2016 edition and the Americans with Disabilities Act Guidelines, except when otherwise indicated hereinafter and The drawings reference Index Sheets and Standards which are the FDOT Standard Plans, FY 2018-19 edition.

References to Article Numbers, hereinafter, apply to the FDOT Standard Specifications for Road and Bridge Construction, July 2018 edition.

All traffic control devices and procedures shall conform to the FDOT and/or Federal Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2009 edition

E-03 MODIFICATIONS TO THE FDOT STANDARD SPECIFICATIONS

All work on the roadway portion of this Contract shall conform to the applicable technical specifications of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2018 edition, (Division II and III) and the current edition of Supplemental Specifications thereto, except as modified and supplemented hereinafter or in the "Special Conditions" section. The following shall be interpreted as additions unless otherwise noted. References to Section numbers hereinafter apply to the FDOT Standard Specifications. In the event that any information contained hereinafter or in the "Special Conditions" section conflict with the FDOT Standard Specifications, the provisions contained herein shall prevail.

SECTION 1 DEFINITIONS AND TERMS

1-3 Definitions:

Department

Shall be understood to be the County (Alachua County) or authorized representative of the County.

Holidays

To Holidays listed, add Christmas Eve Day.

Substantial Completion

Substantial completion has been attained when all asphalt, striping, signage, signalization and final stabilization have been constructed and the County has inspected and accepted the work.

Supplemental Agreement

This term shall be understood to be Change Order or Field Change Order.

Working Day

Saturdays, Sundays and County-designated holidays are not considered working days.

Unless prior approval is received from the County Engineer, work shall not be performed on these days.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

Processing of bid proposals shall be in accordance with Section B, "Instructions to Bidders," in the Contract Document.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

Awarding of bids shall be in accordance with Section B, "Instructions to Bidders," in the Contract Documents.

SECTION 4 SCOPE OF THE WORK

4-3.2.1 Allowable Costs for Extra Work

Bond premiums will not be paid for additional or unforeseen work within 100% of the bid amount.

4-5 Rights in and use of material found on the site of the work

All usable excess materials (pipe, vegetation, structures, earth, etc.) shall remain property of Alachua County and will be stockpiled for removal by the County or delivered as specified in Section E, "Special Conditions." Unusable, damaged or other excess materials, as designated by the County Engineer's representative, shall be disposed of by the Contractor.

All reusable or recyclable material (pipe, vegetation, structures, earth, etc.) shall remain the property of the County, unless otherwise directed by the Engineer.

All other items addressed in Section 4 of the specifications are considered addressed in Section D of the contract documents.

SECTION 7 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

7-11.5.3 Utility Adjustments

Utility work which will be accomplished concurrently with this Contract will involve facilities owned by other agencies. Utility Schedules (Utility Relocation and/or Work Schedules) for these agencies are posted as part of the advertisement for this project on DemandStar. Take responsibility to obtain this information and comply with all requirements posted on the website up through seven calendar days before opening of bids. Contractor shall incorporate all posted schedules within their bid and work schedule.

7-13 Insurance

Delete this subsection. Insurance requirements will be in accordance with the type insurance in the Contract Documents, Section F.

7-14 Contractor's Responsibility for Work

This subsection is replaced with the following:

The Contractor will take charge and custody of the Work, and take every necessary precaution against damage to the Work, by the action of the elements or from any other cause whatsoever, until the Department's final acceptance of the Work. The Contractor will rebuild, repair, restore, and make good, all damage to any portion of the Work occasioned by any of the above causes before final acceptance of the Contract.

The Department will have no obligation to pay any reimbursement for damage caused by the execution or non-execution of the Work by the Contractor or its sub-contractors, or damage the Contractor was negligent in preventing.

For damage to installed material caused by third parties, the Contractor shall pursue recovery from the third party. The Department shall not reimburse the Contractor for repair costs due to damage, theft or vandalism to installed material caused by third parties. If the third party is unknown or the Contractor is unable to obtain recovery from the third party, the Contractor may pursue recovery through its Insurance Policy.

The Department may, at its discretion, reimburse the Contractor for the repair of damage to the Work not caused by a third party and due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

7-22 Available Funds

Delete this subsection.

7-23 Contractor's Motor Vehicle Registration

Delete this subsection.

SECTION 8 PROSECUTION AND PROGRESS

8-1 Subletting or Assigning of Contracts

Provisions concerning subcontracts are contained in Section D, Paragraph 7 of the Contract Documents.

8-7.3 Adjusting Contract Time

Adjustments to contract time will be in accordance with Section D, Paragraph 17 of the Contract Documents. Language contained in 8-7.3 is applicable; in the case of discrepancies, the language in Section D, Paragraph 17 shall prevail.

8-8 Thru 8-11

Delete these subsections.

SECTION 9 MEASUREMENT AND PAYMENT

Delete this section except for Section 9-2.

9-2 Scope of Payments.

Measurement and payment of quantities shall be as measured once installed and accepted. Measurement shall be in the form of the applicable unit. Exceptions are materials stockpiled due to availability prior to need, for which 100% of invoice may be paid, not to exceed 75% of bid price for the installed and accepted material. Progress payments and final payments will be in accordance with the Contract Documents, Section D Paragraphs 20, 21 and 22.

9-2.1.1 Fuels

Delete this subsection.

SECTION 102 MAINTENANCE OF TRAFFIC

102-5.1 Standards

The maintenance of traffic plan must be submitted in accordance with **Section D 1.5 Submittals**. This item shall also include all temporary pavement markings and the placement of the workzone RPM's on all intermediate surfaces. RPM's, temporary and final, shall be placed prior to opening the roadway to traffic. This section shall include the usage of portable changeable messages signs (PCMS) for at least one week prior to the start of construction to alert motorist of pending construction and during construction to alert motorist of changes in the traffic patterns or signalization control. The section shall include maintenance of pedestrian and bicycle accessibility through the work zone in accordance with FDOT and ADA standards at all times. This section shall include an off duty law enforcement officer anytime a flagman is required in a signalized intersection. This section shall include relocation of mailboxes as required for maintenance of postal service, the temporary relocation of signs for visibility for emergency responders and final relocation. It is the contractor's responsibility to replace any signs that are damaged during construction.

Access to all driveways shall be provided at all times unless a closure is coordinated with the property owner. The contractor shall provide and maintain temporary vehicle detection at all traffic signals; use of infrared detectors are prohibited. The contractor shall notify Alachua County Public Works at least two working days prior to any planned closures.

All work shall be completed between the hours of 6:30 PM and 6:30 AM. Traffic shall not be allowed to drive on milled surface with the exception of the center turn lane.

All utility accesses or covers (manhole, water valve, etc.) in the roadway shall be adjusted to match intermediate and final pavement surfaces. The cost for these adjustments shall be incorporated into the lump sum cost for maintenance of traffic.

The contractor shall adhere to all requirements of this section and the approved MOT plan at all times. Any deficiency of this section shall be corrected within 24 hour notice from the County; in the sole opinion and discretion of the County, failure to do so may result in liquidated damages in the amount equivalent to the final completion liquidated damages amount outlined in this solicitation for each and every calendar day the deficiency remains.

102-13 Basis of payment

All traffic control devices (including signs), warning devices and barriers shall be furnished and maintained by the Contractor. Cost of all necessary devices shall be included in lump sum bid item for Maintenance of Traffic, unless bid separately.

SECTION 104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

This section shall include the installation, cost and maintenance of any materials to comply with the Section E-02, the Stormwater Pollution Prevention Plan sheets and any other regulations as required by law for any work done under this contract. This section shall include filing of a Notice of Intent with the Florida Department of Environmental Protection for stormwater discharge.

104-10 Basis of Payment

The installation and maintenance of all items for conformance to this section shall be included LS bid item for prevention, control and abatement of erosion and water pollution unless bid separately.

SECTION 107 LITTER REMOVAL AND MOWING

The contractor shall perform litter removal, mowing and edging of the right-of-way as directed by the County Inspector.

107-4 Basis of Payment

Payment for litter removal, mowing and edging shall be bid in mowing pay item per acre.

SECTION 110 CLEARING AND GRUBBING

The contractor shall clear and grub only those portions of the site necessary for construction. The contractor shall be responsible for disposing of all demolition materials in a safe and lawful manner. The contractor shall salvage to the County any item as determined by the County.

This section shall include the saw-cutting of existing driveways & sidewalks and any clearing within the limits of construction.

This section shall include trimming trees and vegetation to a height of 17.5 ft. above and 18 ft. beyond the edge or travel way, or a height of 17.5 ft. above and 4 ft. beyond the back of curb for curb and gutter sections. This section shall also include trimming trees and vegetation to a height of 8 ft. above the sidewalks/paths and 2 ft. beyond either side of the sidewalks/paths. The contractor shall notify the County Horticulturist 48 hours prior to any planned trimming operations. All tree trimming and root pruning shall be performed in accordance with ANSI A300 Standards.

Care shall be taken to prevent damage to tree roots when removing sidewalk and ramps.

110-7 Removal of Existing Concrete

Removal or relocation of pipe, pipe end treatments, drainage structures, fence, sidewalk and any other items noted in the plans or not noted in the plans not covered by other sections, within the limits of construction, shall be included in this section.

110-12 Basis of Payment

All work required under this section shall be bid in lump sum item for clearing & grubbing unless bid separately.

SECTION 120 EXCAVATION AND EMBANKMENT

This section shall include spreading, redistributing and compacting of any on-site materials as required by the plans and to the redistribution or removal of onsite material required to attain the proposed grades as indicated on the plans. All excess suitable materials shall remain property of the County. This section shall include the contractor's delivery of the excess suitable material to Alachua County Public Works Compound at 5620 NW 120th Lane Gainesville, FL.

120-4.1 Subsoil Excavation

This shall only be used as directed by the County Inspector or as required by the plans. Subsoil excavations shall occur to a depth of 24 inches below the bottom of the limerock base in accordance with Index 120-002 or as required by the plans.

120-6 Borrow

This shall only be used if approved by the County Inspector. Borrow material shall be supplied by the contractor from an approved, permitted source. Suitability of borrow material shall be approved by Alachua County prior to use.

120-8 Embankment Construction

Fill placed for roadway embankment or replacement of sub soil excavation shall be placed in a maximum of 12" lifts, and compacted to minimum density specified in the plans. Materials placed for stormwater management basin embankments shall be placed in maximum 12" lifts. Fill material placed over the top of the pipe shall be placed in maximum of 12" thick lifts

Placement and compaction of embankment shall be constructed to full width required, in sections not less than 300 feet in length or full length of the embankment.

120-9 Compaction of Embankments

Compaction of materials which will be over four (4) feet below the top of subgrades shall be compacted to 95% of the maximum density as determined by AASHTO T-180, Method D. Materials within four (4) feet of top of subgrades shall be compacted to 98% of AASHTO T-180, Method D.

Materials placed for stormwater management basin embankments shall be compacted to a minimum of 95% of maximum density as determined by AASHTO Method T-99.

120-10 Compaction of Embankments

A lift shall be considered any single layer spread and compacted, regardless of length and size prior to subsequent placement of fill material.

Upper four (4) feet of embankment including pipe trenches: Each lift shall be tested for minimum compaction required for subgrade, as specified on the plans. No less than one density verification for each 500 linear foot length of a single lift of embankment.

Embankment sections over four (4) feet in depth including pipe trenches: Material below the upper four (4) feet - a minimum of every other lift. No less than one density verification for each 500 linear feet of a tested lift.

Embankment for retention ponds: Every other 12" lift. No less than one density verification for each 500 linear foot length of a tested lift.

120-13 Method of Measurement

Delete this entire subsection with the exception of Section 120-13.3, "Borrow Excavation" and Section 120-13.6, "Subsoil Excavation." Borrow excavation shall represent all materials obtained from off-site areas necessary for construction to required line and grade. Measurements shall be by cubic yard, truck measured, delivered and placed. All other work included in this section shall be considered grading unless bid separately.

120-14 Basis of Payment

Compensation for all work required under this section, excluding borrow, shall be paid under the lump sum pay items for grading. Area noted in the plans for Subsoil Excavation shall be paid by LS; any other Subsoil Excavation required by the County shall be paid by the CY.

The following are the plan quantiles and are for informational purposes only; contractor shall conduct plan take-offs to bid accordingly:

	Regular Excavation (CY)	Embankment (CY)	Subsoil Excavation (CY)
Roadway & Sidewalk	N/A	50	N/A

SECTION 125 EXCAVATION FOR STRUCTURES AND PIPE

Density requirements shall be in accordance with the modification provided herein for Section 120. Exceptions provided for outside of roadway embankment still apply.

SECTION 160 STABILIZING

LBR Stabilization: After stabilization and mixing, sample to a depth of 12" minimum for each change of subgrade material, or each section of subgrade with differing amounts of added stabilizing material. Minimum of 2 tests per mile of roadway. No less than 2 determinations shall be made per project. Verify width and depth of stabilization every 200 foot.

Density: No less than one density determination per 500 feet of subgrade or one per each section of roadway between intersections or between intersections and ends of cul-de-sac roads. Density shall be as specified on design plans, utilizing the proctor sample as modified for the LBR testing. Subgrade densities performed solely for placement of curb shall not satisfy requirements for subgrade density verification prior to base material placement. Curb densities shall be performed at the same frequency as subgrade densities. Portions of subgrade not worked as a part of overall compactive effort or sections replaced as rework or repair, shall be tested for density and bearing value prior to placement of base rock.

160-4.2.1.2 Under-tolerances in Bearing Value Requirements

Where plans call for a minimum LBR value, under tolerance criteria is not applicable.

SECTION 200 ROCK BASE

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

200-9 Calculations for Average Thickness of Base

Delete this section.

200-10 Method of Measurement

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile.

SECTION 285 OPTIONAL BASE COURSE

Limerock shall be constructed to specified thickness and shall be compacted to 98% AASHTO T-180. No less than one density determination per 500 linear feet of base. Minimum of one density test between intersections or intersection and end of cul-de-sac roads. A minimum of 2 densities per project shall be performed.

285-7 Calculations for Average Thickness of Base

Delete this section.

285-8 Method of Measurement

Delete this section. Quantity to be paid for will be the as measured square yards of rock base with the minimum thickness, shaped to the required line, grade, and profile OR as noted in the bid tab.

SECTION 300 PRIME AND TACK COATS FOR BASE COURSES

300-10 Basis of Payment

Cost of priming will be included in the unit cost per square yard of limerock, asphalt base or structural asphalt. Cost of tack coats shall be included in the unit cost of asphaltic concrete to be placed.

SECTION 327 MILLING OF EXISTING ASPHALT PAVEMENT

327-1 Description

Mill material shall remain the property of Alachua County unless otherwise specified by the County Engineer in writing. This section shall include the contractor's delivery of the milled asphalt to Alachua County Magnesia Springs borrow pit located at 16800 SE CR 2082 Hawthorne, FL. Delivery shall be coordinated with the County Road Superintendent and Inspector. The Contractor shall be responsible for all labor and equipment needed for stockpiling material including any necessary lighting.

The Contractor shall remove loose mill from the roadway and pedestrian facilities prior to opening the roadway to traffic.

SECTION 330 HOT BITUMINOUS MIXTURES, GENERAL CONSTRUCTION REQUIREMENTS

The Contractor shall furnish asphaltic concrete from a FDOT certified plant. The Contractor's quality control shall be implemented in accordance with Section 330 during the course of providing materials for the project.

SECTION 334 SUPERPAVE ASPHALT CONCRETE

Delete this section and replace with the following:

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:

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

where: t = Thickness (in.) (Plan thickness or individual layer thickness)

G_{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 $\frac{3}{4}$ – 1-1/2 inches

Type SP-12.5, FC-12.5 1 $\frac{1}{2}$ – 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 $\frac{1}{2}$ inch, and the maximum allowable thickness may be increased by $\frac{1}{2}$ 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. 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
0 - 15	PG 67-22
16 - 30	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 35-12, 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_{design} as shown in Table 334-3.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	N_{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_{initial} and N_{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_{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_{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 ²)
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 ± 50 lbs per sy for layers ≥ 2.5 inches or exceeds the target spread rate by ± 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 or 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 & County

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 (P₈ and P₂₀₀) and asphalt binder content (P_b). The County shall 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 the cutting 6 inch diameter cores and providing them to the County.

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 (Gmm) from the approved mix design. If the Contractor or Engineer suspects that the mix design Gmm is no longer representative of the asphalt mixture being produced, then a new Gmm value will be determined from plant-produced mix 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.

Table 334-6 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target $\pm$ 0.55
Passing No. 8 Sieve (percent)	Target $\pm$ 6.00
Passing No. 200 Sieve (percent)	Target $\pm$ 2.00
Roadway Density (daily average)	Minimum 90.0% of Gmm

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 ($P_{.8}$ and $P_{.200}$) and asphalt binder content (P_b). 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 as 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.

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 will be paid

SECTION 337 ASPHALT CONCRETE FRICTION COURSES

337-2.2 Asphalt Binder

Use a PG 76-22 asphalt binder meeting the requirements of 916-1.

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) to allow for continuous paving and remixing of asphalt materials.

337-12 Basis of Payment

337-12.1 General

No composite pay factor will be paid. Material acceptance shall meet the requirements of 334-6.

SECTION 346 PORTLAND CEMENT CONCRETE

Mix designs may be utilized that have current approval by FDOT for use in the appropriate application for the appropriate class of concrete. Copies of approved concrete mix design shall be provided by the Contractor and shall be approved by the County prior to use.

SECTION 347 PORTLAND CEMENT CONCRETE – CLASS I (NONSTRUCTURAL)

Delete current specification and insert 2004 specification as amended below:

347-1 Description:

The requirements of this Section are applicable to concrete designated as Class I (Nonstructural), hereinafter referred to as concrete. Use concrete composed of a mixture of portland cement, aggregates, and water, with or without chemical admixtures, slag, or pozzolanic materials. Deliver concrete to placement site in a freshly mixed, unhardened state. Ensure the concrete is placed and cured in a manner to ensure that the strength and durability of the concrete is maintained.

347-2 Materials

347-2.1 General: Certify that all materials used in concrete are from FDOT approved sources, and free from frozen or other detrimental matter. Meet the following requirements:

- (a) Portland Cement Section 921
- (b) Fine Aggregate.....Section 902
- (c) Coarse Aggregate Section 901
- (d) Water.....Section 923
- (e) Chemical Admixtures.....Section 924
- (f) Pozzolans and Slag Section 929

347-2.2 Admixture Requirements: Chemical admixtures may be added at the dosage rates recommended by the manufacturer.

347-2.3 Substitution of Materials: Approved material sources may be substituted for similar materials indicated on the originally approved mix design. Use originally approved mix components and proportions, when unsatisfactory test results are obtained from the use of the substituted material(s).

347-2.4 Material Storage: Use a concrete production facility that meets the following requirements:

347-2.4.1 Cementitious Materials Storage: Provide a separate and clearly labeled weatherproof facility to store each brand or type of cementitious material without mixing or contamination. Provide a suitable, safe and convenient means of collecting cementitious material samples at each storage facility.

347-2.4.2 Aggregate Storage: Provide suitable bins, stockpiles or silos to store and identify aggregates without mixing, segregating or contaminating different grades or types of materials. Identify Department approved pit number and aggregate type/gradation. Handle the aggregates in a manner to minimize segregation and meet the specification requirements when recovered from storage. Continuously and uniformly sprinkle coarse aggregate with water, for 24 hours preceding introduction into the concrete mix. Maintain stored aggregates in a well-drained condition to minimize free water content. Provide access for the Engineer to sample the aggregates from the recovery side of the storage facility.

347-3 Production, Mixing and Delivery.

347-3.1 Concrete Production Requirements: Deliver concrete from a production facility that is certified by the National Ready-Mixed Concrete Association (NRMCA) or approved by FDOT and on the FDOT's approved plant list. Produce concrete utilizing equipment that is in good operating condition and operated in a manner to ensure a consistent product. Within two hours prior to each day's batching, ensure that the concrete production facility determines the free moisture for the coarse and fine aggregates. On concrete placements expected to exceed three hours, perform an additional moisture test approximately half way through the batching operations and adjust batch proportions accordingly.

Ensure that the calibration of the measuring devices of the concrete production facilities meets the requirements of Chapter 531 of the Florida Statutes. At least quarterly, ensure that all scales, meters and other weighing or measuring devices are checked for accuracy by a qualified representative of a scale company registered with the Bureau of Weights and Measures of the Florida Department of Agriculture. Have the accuracy of admixture measuring dispensers certified annually by the admixture supplier.

When Volumetric Mixers are used, deliver concrete in accordance with the requirements of Volumetric Mixer Manufacturers Bureau (VMMB) and ensure that the vehicle has a VMMB registered rating plate.

Substitution of structural concrete in lieu of non-structural concrete may be used if approved by the Engineer. If structural concrete is used in lieu of non-structural concrete, obtain the concrete from a production facility meeting the requirements of Section 346. Acceptance is based on the requirements of Section 347.

347-3.2 Mixers: Ensure that mixers are capable of combining the components of concrete into a thoroughly mixed and uniform mass, free from balls or lumps of cementitious materials, and capable of discharging the concrete uniformly. Operate concrete mixers at speeds per the manufacturer's design. Do not exceed the manufacturer's rated capacity for the volume of mixed concrete in the mixer, mixing drum, or container.

347-3.3 Delivery: The maximum allowable mixing and agitation time of concrete is 120 minutes. Water may be added at the job site before discharging concrete, provide the ratio values for water to cementitious materials and slump remain below the maximum allowable values specified in the approved mix design.

347-4 Control of Quality.

347-4.1 Concrete Mix Design: Before producing any concrete, submit the proposed mix design to the Engineer on a form provided by FDOT. Use only concrete mix designs meeting the following requirements and having prior approval of the Engineer.

Maximum water to cementitious materials ratio	0.55 lbs/lbs
Minimum 28-Day Compressive Strength	2,500 psi
Minimum Cementitious Materials Content	470 lbs/yd ³
Slump	0 to 6 inch

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments and substituted material on the Department concrete delivery ticket. The Engineer may disqualify any concrete production facility for non-compliance with Specification requirements.

347-4.2 Sampling and Testing: The Engineer may sample and test the concrete at his discretion to verify its quality.

347-4.3 Records: Maintain the following records for review for at least three years:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.
5. Recent NRMCA, VMMB or FDOT inspection records certifying plant can produce concrete and documentation showing that action has been taken to correct deficiencies noted during the inspections.

347-5 Certification and Acceptance.

347-5.1 General: Furnish a Delivery Ticket with each batch of concrete before unloading at the placement site. The County will provide the Delivery Ticket Form. The concrete producer may use an alternate form provided that it contains the required information. Record material quantities incorporated into the mix on the Delivery Ticket. Ensure that the Batcher responsible for production of the concrete, certifying that the batch was produced in accordance with specification requirements, signs the Delivery Ticket. Sign the Delivery Ticket certifying that the maximum specified water to cementitious materials ratio was not exceeded due to any jobsite adjustments to the batch, and that the batch was delivered and placed in accordance with specification requirements.

Acceptance by the County will be by Certification on the Delivery Ticket, as described herein, by the Batcher and the Contractor.

The Engineer will hold the Contractor responsible for rejecting loads of concrete that do not meet the minimum compressive strength requirements. Delineate and replace, at no cost to the County, all concrete that does not meet the 28-day compressive strength requirements or has any cracking greater than 1/4 inch in width or 1/4 inch in vertical displacement. Any spalling or flaking off of the surface layer that exposes the rough, pitted aggregate surface in excess of 10 square inches is to be removed and replaced in accordance with 347-5.2. Sidewalk, ditch pavement, slope pavement, Traffic Separator, or curb and gutter having any intersecting cracks visible in the dry concrete (regardless of size) will be removed and replaced in accordance with 347-5.2.

If any uncontrolled cracks appear during the life of the Contract unacceptable to the Engineer, remove and replace the concrete in accordance with 347-5.2 at no expense to the County.

347-5.2 Remedial Action: Remedial action will be the removal and replacement of all concrete to the full depth and width. Sidewalk, Curb and Gutter, Ditch Pavement and Traffic Separator: Begin saw cutting 2 1/2 feet either side or above and below the crack or at the nearest joint, remove and replace the 5 foot section encompassing the crack.

Slope Pavement: Saw cut each scored joint above and below the crack and replace the entire section

SECTION 400 CONCRETE STRUCTURES

400-1 Description:

This section shall include over-excavation and backfilling of materials as required by the detail noted in the plans and shall include the foundation preparation requirements per Index 400-011 (Section 455 – D. Spread Footings) for the construction of gravity walls including all dewatering requirements.

400-23 Basis of Payment:

Price and payment for all work included in this section shall be included in the unit cost of concrete for each of the various classes unless bid separately.

SECTION 425 INLETS, MANHOLES AND JUNCTION BOXES

The rear wall portion of inlet tops Type 1, 2, 3 and 4 may be brick, however, dowels to the top slab are required. Dowels shall be double row, as close to 9 inches on center as brick structure and pattern will allow.

For Type 5 and 6 inlets, the bent bar from the inlet back, continuous into the inlet top, may be constructed as a dowel of equal length to the front bar in the inlet back wall.

All inlet throat, invert, pipe cutting and grout work shall be completed prior to inlet top construction. Inlet top construction shall be completed prior to placement of asphalt.

425-8 Basis of Payment:

This section shall include all work and materials required to place, adjust and connect structures to pipes in-place as required by the plans.

SECTION 430 PIPE CULVERTS

This section includes all pipe, grates (when required), fasteners, reinforcement, connectors, anchors, concrete, sealants, jackets, coupling bands, and all work required to install the pipe and end treatments.

430-3 Type of Pipe to be Used

The pipe shall be concrete or suitable equivalent approved by the County Engineer unless otherwise specified in the plans.

430-11.1 New Pipe Installed by Excavation or Trenching

Quantities of pipe to be paid shall be as measured, in-place and accepted. Cost of pipe shall include any additional base material required for conformance to Section 125.

SECTION 440 UNDERDRAINS

Underdrain pipe shall be 6" schedule 40 PVC and this section shall include flush mounted cleanout structures at each end of pipe run and every 250 ft.

SECTION 522 CONCRETE SIDEWALK AND DRIVEWAYS

Any and all final sidewalk in excess of a 2% cross slope, regardless of any interim phase inspection acceptance, shall be replaced at the contractor's expense. No tolerance in excess of 2% will be accepted.

All 6" thick concrete (ramps, driveways, turnouts, etc.) shall require 6x6 WWM or 1.5 lb polypropylene fiber mesh per CY.

SECTION 523 PATTERNED PAVEMENT

523-2 Materials

Use only FrictionPave Decorative Surfacing or TrafficPatterns on the Approved Products List.

SECTION 527 DETECTABLE WARNINGS

527-2 Materials

Detectable warning surfaces outside of FDOT right-of-way shall be clay or concrete red brick or a cast-in place or wet set tile on the FDOT APL list in red color. No post-applied materials are acceptable.

527-4 Method of Measurement

Detectable warning surfaces placed in newly constructed sidewalk/curb ramps outside of FDOT right-of-way will be paid by the square foot furnished, installed and accepted.

527-5 Basis of Payment

Pay Item – Detectable Warning Surface – SF

SECTION 536 GUARDRAIL

536-6 Basis of Payment

Shop bent panel and any special guardrail post required shall be included in the cost of the basic guardrail item unless items are bid separately.

SECTION 570 PERFORMANCE TURF

570-3.2 Seeding

The contractor shall furnish to the County Inspector, prior to placement of any seed, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the seed is free of noxious weeds, including tropical soda apple. All seed materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

570-3.3 Sod

Any portion of the existing right-of-way, including all easements, that is disturbed outside the limits of construction shall be sodded at the contractor's expense as directed by the County Inspector. The contractor shall furnish to the County Inspector, prior to placement of any sod, a certification from the Florida Department of Agriculture and Consumer Services Division of Plant Industries, stating that the sod is free of noxious weeds, including tropical soda apple. All sod materials shall be subject to inspection by the County Inspector prior to placement. Any sod with noxious weeds and grasses, including tropical soda apple, shall be rejected for use on the project.

Contractor may elect to use hydroseed in lieu of sod. Contractor shall be responsible to maintain erosion control on areas that are stabilized with hydroseed. The County shall not make payment for redressing of areas the contractor elects to place hydroseed due to erosion.

570-9 Basis of Payment

Payment for fertilizer, seed, and mulch will be by a single pay item for "seed and mulch." Applications of all items will be to appropriate standards applicable for the season. Cost of netting or soil to hold mulch on 3:1 or greater slopes shall be included in the bid item unit cost.

SECTION 580 LANDSCAPING

580-1 Description.

Furnish, install, establish and maintain landscaping as indicated in the Contract Documents.

The allowable Contract Time is two separate phases called Installation Period and Establishment Period. The Installation Period precedes the Establishment Period and is the allowable Contract Time minus the one year Establishment Period.

Failure to complete the installation and establishment of the landscaping within allowable Contract Time will result in liquidated damages being assessed and withheld in accordance with the agreement and as contained in this section.

The one year Establishment Period will begin when plants have been installed and accepted by the Engineer regardless of the duration of the time used for the Installation Period.

580-2 Materials.

580-2.1. Grade Standards and Conformity with Type and Species: Only use plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture’s “Grades and Standards for Nursery Plants.”

Unless otherwise specified, minimum grade for all plants is Florida No. 1. All plants must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture’s “Grades and Standards for Nursery Plants” conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer and Contractor may visit the nursery sites to inspect representative samples of plant material and lock tag the example plants. Prior to planting, provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida commercial nursery stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies arise between botanical nomenclature and common name, the botanical name will take precedence.

Root Ball Sizes for Field Grown Palms			
Palm Type	Overall Height	Root Ball Radius from Trunk	Root Ball Depth
Sabal Palm*	N/A	Per Florida Grades & Standards	Per Florida Grades & Standards
Coconut Palm	N/A	Per Florida Grades & Standards	Per Florida Grades & Standards
Queen Palm	N/A	24"	24"
All Other Field Grown Palms	< 15' OA	12"	18"
	15' – 25' OA	16"	24"
	26' – 30' OA	18"	30"
	30'	24"	36"
* Sabal palms (Sabal palmetto) specified as being “Regenerated Palms” as shown on the Plant Schedules shall be minimum Florida no. 1 grade unless noted otherwise. The root ball width shall be, at a minimum, equal to twice the diameter of the trunk as measured at the base. The root balls shall have new, regenerated, round-tipped roots that have emerged from the root initiation zone. Roots shall be whitish-yellow in color, have tapered ends and be present on all sides of the root ball. To qualify as “Regenerate Palms,” sabal palms shall have been placed in containers or be contained within “plastic fabric or film material”, or approved equal, after field harvesting and during the root regeneration period. They shall have a minimum of three fully expanded new fronds that have not been pruned. Fully expanded new fronds shall meet the minimum requirements to be considered “excellent leaves”, as defined by the glossary of terms in the latest edition of the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants – Palms and Cycads.			

580-2.2 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates. Submit inspection certificates to the Engineer.

580-2.3 Water: Meet the requirements of Section 983.

580-2.4 Mulch: Use of cypress mulch is prohibited.

580-2.5 Soil: Remove all unsuitable soil and debris to root ball depth. Replace soil meeting the requirements of Section 987.

580-3 Installation.

580-3.1 (Reserved)

580-3.2 Delivery: All plant materials must be available for inspection prior to planting.

580-3.3 Layout: The location of plants as shown in the Contract document, are approximate. At no cost to the Department adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements.

Prior to commencing any excavation or planting, mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents. Notify the Engineer when marking is complete.

Make no changes to the layout, materials or any variations of plant materials from the Contract Documents without the Engineer's written approval.

580-3.4 Soil Drainage: All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

580-3.5 Planting: Meet the requirements of the Contract Documents.

580-3.6 Repair and Restoration: Repair and restore existing areas disturbed by installation, establishment or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

580-3.7 Disposal of Debris: Remove and dispose of all debris and excess material generated from the installation of plants at the end of each day's work and in compliance with all Federal, State and Local laws and ordinances.

580-3.8 Reporting: Certify monthly on a form provided by the Department, "Landscape Monthly Inspection Form" that the plants have been installed and are being established and maintained in accordance with the Contract Documents.

580-3.9 Establishment Plan: Not less than 45 days prior to the scheduled completion of the installation, submit an Establishment Plan to the Engineer for review and comment. Installation will be considered complete only when the Establishment Plan has been accepted by the Engineer. Specifically describe the methods, activities, materials and schedule to achieve establishment and inspection of plants and incidental landscaping as described in 580-4. Acceptance of the Establishment Plan is not a release from responsibility for the overall establishment and maintenance of the landscape area as required in the Contract Documents. Perform any ancillary activities that may be required to adequately establish and maintain the plants and landscape area.

580-3.10 Installation Completion: To allow time for scheduling inspection of installation, provide the Engineer with no less than seven calendar days advance notice of completion of installation of all plants. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the Department, "Contractor Certification of Installation" that the landscaping has been installed and is being established in accordance with the Contract Documents.

580-4 Establishment.

580-4.1 Establishment Period: The establishment period is defined as the entire one year after installation of all plants and incidental landscaping. The establishment period will begin upon acceptance by the Engineer of the Establishment Plan and the complete installation of the landscaping.

During the establishment period:

Keep all plants watered, fertilized, mulched, pruned, and staked and guyed as necessary to assure specified minimum grade of Florida No. 1 throughout the duration of the project construction period and establishment period.

Keep all plants pruned to maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, traffic control signals and devices, toll equipment and facilities, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards. Pruning shall be performed by an International Society of Arboriculture (ISA) Certified Arborist or person with documentation of equivalent or greater expertise. Prior to performing pruning activities provide proof of the individual's active arborist certification or other credential to the Engineer for approval.

Keep the landscape areas as defined in the plans, including individual plant locations and planting beds, free of litter, debris, excess material and undesirable vegetation.

Keep landscape bed edges correctly located and trimmed, and the mulch groomed and replenished as specified in the Contract Documents.

Operate and maintain all components of any irrigation system when installed as part of the Contract.

Remove staking and guying from all fully established plants unless otherwise directed by the Engineer.

Continue any mowing and litter pick up of the turf areas as depicted and specified in the Contract Documents.

580-4.2 Inspection and Reporting Requirements: During the establishment period, inspect and certify monthly on the Department's "Landscape Monthly Inspection Form" that the landscaping is being established per the Contract Documents.

During the establishment period, the Engineer will perform quarterly inspections to verify that the landscaping is being established per the Contract Documents.

580-5 Remedial Work.

Perform all necessary remedial work at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size.

During the establishment period, the establishment time for replacement plants shall be the remaining establishment period or 90 days after date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this Section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

580-6 Failure to Perform.

Upon receipt of the monthly inspection form or after inspection by the Engineer, a daily deduction of 0.274% per calendar day of the remaining establishment amount in 580-8.2 will be assessed and forfeited if full compliance with 580-4 is not achieved. The daily deduction will continue until full compliance is achieved to the Engineer's satisfaction.

Should the Contractor fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department will reduce the payments scheduled during the establishment period by a deduction of 0.274% per calendar day of the remaining establishment amount in 580-8.2.

580-7 Method of Measurement.

580-8.1 Installation: The quantity to be paid will be the quantity of plants or trees installed.

580-8.2 Establishment: The quantity to be paid will be in equal monthly payments for plants or trees maintained during the establishment period.

580-8 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section including all ancillary work and materials necessary to meet the contract requirements. .

580-8.1 Payment during the Installation Period: Seventy-six percent of the bid amount will be paid during the installation period for work completed and accepted.

580-8.2 Payment during the Establishment Period: Up to twenty-four percent of the total contract amount will be paid in accordance with 580-7 during the establishment period Payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-6.

SECTION 660 VEHICLE DETECTION SYSTEM

All loops shall be 30 ft in length unless otherwise noted in the plans.

SECTION 665 PEDESTRIAN DETECTOR SYSTEM

All detectors shall be Pelco Model SP-1090-FL unless otherwise noted in the plans.

SECTION 700 HIGHWAY SIGNING

When the contractor has the option for sign post type, the sign post type shall be 2lb/ft U-Channel.

E-04 LAYING OUT THE WORK

The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout, both horizontal and vertical, shall be completed under the supervision of a Land Surveyor, who is registered in the State of Florida and noted as such (**see Surveyor's License Confirmation form Exhibit S**). The construction plans and right-of-way maps, if available, are at the Public Works Department for review. Survey control points disturbed or destroyed by the Contractor shall be replaced by the Contractor's Surveyor at the Contractor's expense. Survey monuments, markers or other survey control points, which will be removed by construction, shall be properly referenced to the right-of-way line prior to removal. Reference monumentation for all survey control shall be provided to the County upon project completion.

E-05 TESTING

All testing shall be performed by the County except for pre-qualification testing of materials required by the FDOT Specifications, and testing required at the Contractor's expense in accordance with Section D, Paragraphs 11, 13, and 19. Section D, Paragraph 19.2 is further interpreted to provide that all costs incurred for services of a County contracted independent testing laboratory for any failing tests shall be billed directly to the Contractor, or deducted from contract payments.

E-06 PRECONSTRUCTION CONFERENCE

See Section D, General Conditions, Paragraph 1.2.

E-07 PAY ITEM SPECIAL CONDITIONS & SPECIAL PAY ITEMS

Manholes & Inlets Cleaning & Sealing

This pay item is to remove sediment and debris from stormwater structures and pipe.

Paint and Thermoplastic Pay Items

Paint pay items are for initial (single) application of marking on the final surface; thermoplastic shall be placed 15 days thereafter.

Vehicle Detection System, Video, F&I, Above Ground Equip

The video vehicle detection system pay item shall be a GRIDSMART Camera to be compatible with the existing City of Gainesville System.

Pay Items 43, 49, 53- Shallow depth strain pole removal, PED signal removal, and PED detector removal:

When removing existing traffic signals and devices, salvage and protect all equipment and materials designated for removal in the Contract Documents. The County retains ownership of the equipment removed unless otherwise stated in the plans. This section shall include the delivery of the equipment to the Alachua County Public Works Compound at 5620 NW 120th Lane or the City of Gainesville Public Works Compound at 405 NW 39th Avenue at the County's discretion. Delivery shall be coordinated with the County Inspector. Remove and salvage all equipment, appurtenances, and materials designated in the Plans to remain the property of the County or other owner. Remove, handle, and transport electronic equipment to be removed with all due care. Correct any damage to such equipment caused by negligence at no expense to the County regardless of whether the damage occurs before or after removal of the equipment. When removing all electronic equipment, also remove all attaching devices and all other devices and auxiliaries related to the electronic unit which the County does not require to remain in place for use with replacing equipment. Perform all removals in such a manner as to not damage or disturb adjacent property, utilities, or other equipment. When replacing existing functioning installations with new installations, do not remove the existing installations until the new installations are in place and operating or until temporary traffic control approved by the Engineer is in place. Notify the proper authorities or the owners of affected adjacent installations at least 24 hours in advance of any removal operations which might endanger or otherwise affect the operations of their facilities.

SECTION F

1.0 TYPE A INSURANCE REQUIRED

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.

2.0 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.

3.0 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.

4.0 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.

5.0 BUILDER'S RISK / INSTALLATION FLOATERS

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.

6.0 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

7.0 OTHER INSURANCE PROVISIONS

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

7.1 Commercial General Liability and Automobile Liability Coverages

7.1.1 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.

7.1.2 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.

7.2 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 contract is renewed) or prior.

8.0 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 TO:

The Certificate of Insurance must contain the following:

Department: **Public Works, Engineering**

Department Phone: **325.374.5245**

Department Contact: **Brian Singleton**

Contact Email: bsingleton@alachuacounty.us

Bid: **19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**

SECTION G

EXHIBIT A

BID FORM

Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902

Date: _____

Board of County Commissioners
Alachua County, Florida
Gainesville, Florida

Dear Commissioners:

The undersigned, as Bidder, hereby declares that he has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done, and that he has examined the plans and Specifications for the Work and comments hereto attached. The Bidder further declares that the only persons, company or parties interested in this Bid or the contract to be entered into, as principals, are named herein; that this Bid is made without connection with any other person, company or parties making a Bid; and it is in all respects fair and in good faith and without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Alachua County, Florida, through the Board of County Commissioners, Gainesville, Florida, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service necessary to complete the work covered by the Bid and Contract Documents for: **Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902** to furnish the prescribed Performance and Payment Bond for not less than one percent (100%) of the bid price; and to furnish the required evidence of the specified insurance.

The undersigned further agrees that in case of failure on his part to execute said contract within thirty (30) consecutive calendar days after written notice being given of award of contract, the certified or cashier's check or bid bond accompanying this bid, and money payable thereon, shall be paid into funds of the Alachua County Board of County Commissioners, Gainesville, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

The undersigned agrees to commence work as set forth in the Notice to Proceed and substantial completion in the number of working days submitted herein and with final completion within 45 calendar days thereafter. If the Contractor fails to complete the work within the specified time, the Contractor agrees to pay the County \$1,665.00 per calendar day as liquidated damages for substantial completion and \$833.00 per calendar day as liquidated damages for final completion.

Attached is a list of similar projects and a list of Subcontractors as covered in the Instructions to Bidders.

The Bidder agrees to accept in full compensation for each item the prices named in the schedule incorporated herein and attached as "Bid Schedule". The Bidder understands that the quantities shown on the "Bid Schedule" are approximate only and subject to increase or decrease. Should they be increased or decreased, work will be performed at the unit price bid herein. Actual quantities will be determined upon completion of the work.

Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902

BIDDER

Attest:

BY: _____

Title

Title

Address

ADDENDA

The Bidder hereby acknowledges that he has received Addenda Number(s): _____, _____, _____, _____, _____, Bidder shall insert Number of each Addendum received and agrees that all addenda issues are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said Addenda.

BIDDER

Attest:

BY: _____

Title

Title

BID SCHEDULE**Bid 19-907: NW 16th Ave Milling and Resurfacing**

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
3	PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	1	LS		
4	INLET PROTECTION DEVICE	34	EA		
5	CLEARING & GRUBBING	1	LS		
6	MOWING	2	AC		
7	GRADING	1	LS		
8	BORROW	50	CY		
8	MILLING EXISTING ASPHALT PAVEMENT, 2.5"	19200	SY		
9	SUPERPAVE ASPHALTIC CONCRETE, SP-12.5, TRAFFIC B	1350	TN		
10	ASPHALTIC CONCRETE FRICTION COURSE	1350	TN		
11	MANHOLES & INLETS CLEANING & SEALING, <10'	3	EA		
12	CURB AND GUTTER, TYPE F	1300	LF		
13	CONCRETE SIDEWALK, 4"	600	SY		
14	CONCRETE SIDEWALK, 6"	300	SY		
15	DETECTABLE WARNING SURFACE	312	SF		
16	SOD OR HYDROSEED	720	SY		
17	SINGLE POST SIGN, INSTALL	13	AS		
18	SINGLE POST SIGN, REMOVE	2	AS		
19	TRAFFIC STRIPE, PAINT, STD, WHITE, SOLID, 6"	8,700	LF		
20	TRAFFIC STRIPE, PAINT, STD, YELLOW, SOLID, 6"	7,700	LF		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
21	TRAFFIC STRIPE, PAINT, STD, YELLOW, 10-30 SKIP, 6"	0.25	GM		
22	TRAFFIC STRIPE, PAINT, STD, WHITE, SOLID, 12"	900	LF		
23	TRAFFIC STRIPE, PAINT, STD, WHITE, SOLID, 24"	150	LF		
24	TRAFFIC STRIPE, PAINT, STD, WHITE, 2-4 DOTTED/6-10 GAP EXTENSION, 6"	0.01	GM		
25	TRAFFIC STRIPE, PAINT, STD, WHITE, ARROWS	42	EA		
26	THERMOPLASTIC, STD, WHITE, SOLID, 6"	8,700	LF		
27	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	7,700	GM		
28	THERMOPLASTIC, STD, YELLOW, 10-30 SKIP, 6"	0.25	GM		
29	THERMOPLASTIC, STD, WHITE, SOLID, 12"	900	LF		
30	THERMOPLASTIC, STD, WHITE, SOLID, 24"	150	LF		
31	THERMOPLASTIC, STD, WHITE, 2-4 DOTTED/6-10 GAP EXTENSION, 6"	0.01	GM		
32	THERMOPLASTIC, STD, WHITE, ARROWS	42	EA		
NW 16th Avenue Milling and Resurfacing SUB TOTAL AMOUNT					

Bid 19-907: NW 16th Ave @ NW 2nd Street Signal

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
33	MOBILIZATION	1	LS		
34	MAINTENANCE OF TRAFFIC	1	LS		
35	PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	1	LS		
36	CLEARING & GRUBBING	1	LS		
37	CONDUIT – INSTALL NEW	100	LF		
38	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION	1	PI		
39	SPAN WIRE	1	PI		
40	FIBERGLASS INSULATION	60	LF		

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
41	PULL BOXES	9	EA		
42	STRAIN POLE – FURNISH AND INSTALL	4	EA		
43	STRAIN POLE – SHALLOW DEPTH REMOVAL	2	EA		
44	ALUMINUM PEDASTAL POLE	4	EA		
45	ALUMINIUM PEDASTAL POLE – PED DETECTOR POST	1	EA		
46	VEH TRAFFIC SIGNAL - ALUMINIUM	8	AS		
47	PED SIGNAL – F&I LED COUNTDOWN 1-WAY	4	AS		
48	PED SIGNAL – F&I LED COUNTDOWN 2-WAY	1	AS		
49	PED SIGNAL, REMOVE – POLE/PEDESTAL TO REMAIN	2	EA		
50	VEHICLE DETECTION SYSTEM, VIDEO, F&I, CABINET EQUIP	1	EA		
51	VEHICLE DETECTION SYSTEM, VIDEO, F&I, ABOVE GROUND EQUIP.	1	AS		
52	PED DETECTOR – F&I – STANDARD	6	EA		
53	PED DETECTOR – REMOVE	1	EA		
54	SIGN PANEL – F&I OVERHEAD MOUNT	4	AS		
NW 16th Avenue @ NW 2nd Street Signal SUB TOTAL AMOUNT					
TOTAL BID AMOUNT NW 16th Ave. Milling and Resurfacing + NW 16TH Ave. @ NW 2nd Street Signal					

NOTE: This bid is a unit price bid based on estimated quantities. Final payment shall be based upon actual field measurement of quantities.

List of Unit Abbreviations:

SY Square Yards	GL Gallons	SD Side Drain
LS Lump Sum	MG Thousand Gallons	ED Each Day
CY Cubic Yards	GM Gross Miles	CD Cross Drain
EA Each	LF Linear Feet	AC Acre
TN Tons	NM Net Miles	RCP Reinforced Concrete Pipe
HR Hour	AS Assembly	PI Per Intersection

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

ATTENTION:

VENDOR

SHOULD

COMPLETE AND

SIGN EXHIBIT B

TO BE

CONSIDERED

RESPONSIVE

Small Business Enterprise (SBE) Program Participation Form

BID NUMBER: Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902

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.*)

BID NUMBER: **Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**

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, available at:

<http://smallbusdir.alachuacounty.us/>.

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		SBE Name of Contractor
Address		Address
Scope of Work to be Performed		Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)		\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor		SBE Name of Contractor
Address		Address
Scope of Work to be Performed		Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)		\$ _____ % (Est \$ Value) (Est % of Total Bid)
SBE Name of Contractor		SBE Name of Contractor
Address		Address
Scope of Work to be Performed		Scope of Work to be Performed
\$ _____ % (Est \$ Value) (Est % of Total Bid)		\$ _____ % (Est \$ Value) (Est % of Total Bid)

BID NUMBER: Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902

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 22.36, of the Alachua County Purchasing Code, I have solicited and received responses from the following Alachua County certified SBE companies. (The SBE vendor's response MUST be recorded in the section below.)

1	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
2	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
3	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
4	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
5	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
6	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		
7	Name of SBE Company:	Date SBE Contacted
SBE Contact Name:		Phone: / /
Must be completed by. SBE Response when contacted:		

BID NUMBER: Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902

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: _____ Title _____

Proposed Subcontractors (Non-Small Business Enterprise) Form

BID NUMBER: Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902

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	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)
Name of Contractor	Name of Contractor
Address	Address
Scope of Work to be Performed \$ _____ % (Total \$ Value) (% of Total Bid/RFP)	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 C and submit with you bid package.

ALACHUA COUNTY GOVERNMENT MINIMUM WAGE (GMW) FORM**Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**

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 III of the Alachua County Code of Ordinance ("Wage Ordinance").

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

1.	☐ Employees involved with Alachua County projects are paid a minimum of \$13.50 hourly and are provided health benefits?
2.	☐ Employees involved with Alachua County projects are paid a minimum of \$15.60 hourly but are not provided health benefits?

Bidder: _____ Company: _____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____ Phone: _____

Email Address: _____

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code 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 1893 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

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: _____

Are you FDOT Prequalified for this work? Yes _____ No _____ If so, MyFlorida MarketPlace Number: _____

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) _____

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 in the spaces provided, 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: _____

RESPONSIBLE AGENT FORM

The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County 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: _____

FORM OF BID BOND**STATE OF FLORIDA****COUNTY OF ALACHUA**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called Bidder), and as Surety, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee hereinafter called COUNTY, in the amount of _____ Dollars (\$_____), for the payment of whereof BIDDER and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally.

WHEREAS, Bidder contemplates submitting or has submitted, as a bid to the COUNTY for furnishing certain materials and labor in connection with the construction of: **Bid 19-907: NW 16th Ave Milling and Resurfacing & NW 16th Ave @ NW 2nd Street Signal - Project No. 917-7902**, including all incidental and necessary work thereto covered by these specifications.

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with the COUNTY for the performance of said contract, within ten (10) consecutive calendar days after written notice having been given of the award of the contract.

THE CONDITION OF THIS BOND IS, if:

1. The bid of the Bidder is accepted by the COUNTY and within ten (10) consecutive calendar days after written notice of such acceptance, the Bidder shall enter into a written contract with the COUNTY and furnish a contract surety bond in an amount equal to one hundred percent (100%) of the base bid, satisfactory to the COUNTY (if required in the detailed specifications), then

THIS BOND IS VOID; OTHERWISE, IT REMAINS IN FULL FORCE AND EFFECT, AND

The sum herein stated shall be due and payable to the COUNTY, and the Surety herein agrees to pay said sum immediately upon demand of the COUNTY in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Bidder.

Signed and sealed this _____ day of _____, 20____.

WITNESSES:

(Name of Corporation)

Secretary

By _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title Signed Above)

IN THE PRESENCE OF:

INSURANCE COMPANY:

(Agent and Attorney-in-Fact)

By

(Street)

Address _____

(City/State/Zip Code)

Telephone No. _____

FORM OF PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to section 255.05, F.S., and claimants must comply with the notice and time limitations of section 255.05(2). F.S.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____, as _____ of
_____, a _____ corporation, on behalf of the

corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

FORM OF PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under Section 255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____ SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

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 inspect or 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

July 26, 2006

SECTION H
CONTRACT ADMINISTRATION FORMS

NOTICE TO PROCEED	EXHIBIT L
CHANGE ORDER	EXHIBIT M
FIELD CHANGE ORDER	EXHIBIT N
PAYMENT APPLICATION	EXHIBIT O
CONTRACTOR'S FINAL AFFIDAVIT & RELEASE OF LIEN	EXHIBIT P
SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIEN	EXHIBIT Q
CERTIFICATION OF COMPLETION	EXHIBIT R
SURVEYOR'S LICENSE CONFIRMATION	EXHIBIT S

NOTICE TO PROCEED**Date:** _____**Vendor Name:** _____**Contact Name:** _____**Address:** _____**Project:** _____**Contract Price:** _____**Account Code:** _____

Dear (Contact Name)

On (Date), the Board of County Commissioners approved the contract for the subject project. You are herein authorized to proceed with construction of the project on or before (Date). Contract time shall be reckoned from the date you actually start, but no later than the date specified above. Notify this office at least 24 hours prior to beginning work.

Should you have any questions or concerns, please call (Public Works Project Manager) at (Phone Number).

Sincerely,

County Engineer

CC: file
Public Works Director
Inspections Superintendant
Road & Bridge Superintendant
Engineering & Operations Fiscal Assistant
Grants/Contract Administrator

CHANGE ORDER FORM

CHANGE ORDER NO:

CONTRACT NO:

PROJECT NO:

PROJECT NAME:

CONTRACTOR:

DATE:

Under our AGREEMENT dated _____, 20 ____.

You are hereby authorized and directed to make the following change(s) in accordance with the terms and conditions of The Agreement:

For the Additive (Deductive) Sum of: (\$_____).

[Add or (Deduct)] From: (____) Contract Price
(____) Contingency Amount

Original Contract Price	\$ _____
Original Contingency Amount	\$ _____
Sum of Previous Changes to Contract Price	\$ _____
Sum of Previous Changes to Contingency Amount	\$ _____
This Change Order [Add or (Deduct)]	\$ _____
Revised Contingency Amount	\$ _____
Revised Contract Price	\$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Substantial Completion Time is now _____ (____) calendar days and the Substantial Completion date is _____.

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs. This change Order is not valid until approved by the County.

EXECUTION OF CHANGE ORDER**CONTRACTOR**

By: _____

Title: _____

Attest: _____

Attest Title: _____

COUNTY - Alachua County, FL

By: _____

Title: _____

Attest: _____

Attest: _____

Date of Execution by County: _____

FIELD CHANGE ORDER FORM

FIELD CHANGE ORDER NO:

CONTRACT NO:

PROJECT NO:

PROJECT NAME:

CONTRACTOR NAME:

DATE:

Under our AGREEMENT dated _____, 20 ____.

1. General - You are hereby authorized and directed to make the following change(s) in accordance with the terms and conditions of The Agreement. Your acceptance of this Field Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs. This Field Change Order is not valid until approved by the County.

This field change order:

- ☐ Results in no change in the Contract Price
☐ Increases the Contract Price
☐ Decreases the Contract Price

2. Description of Change -**3. Cost Factors -**

a. Original Contract Price	\$ _____
Original Contingency Amount	\$ _____
Sum of Previous Changes to Contract Price	\$ _____
Sum of Previous Changes to Contingency Amount	\$ _____
This Change Order [Add or (Deduct)]	\$ _____
Revised Contingency Amount	\$ _____
Revised Contract Price	\$ _____

b. Cost Computations:

4. Time Factors -

The time for completion shall be (increased/decreased) by _____ calendar days due for the following weather days _____. Accordingly, the Substantial Completion Time is now _____ (_____) calendar days and the Substantial Completion date is _____.

Contractor_____
Attest (Contractor)_____
Inspections Superintendent_____
Project Manager_____
County Engineer_____
Public Works Director

PAYMENT APPLICATION

Project No. _____ Project Name _____

Estimate No. _____ Contractor _____

Through _____
(Date) _____

TOTAL \$ _____

LESS 10% RETAINAGE _____

LESS PREVIOUS PAYMENTS _____

AMOUNT DUE \$ _____

Submitted for Payment:

Contractor_____
Attest (Contractor)

Approved to as Quantities Placed & Accepted:

Inspections Superintendent

Approved for Payment:

Project Manager_____
County Engineer_____
Account Code

SUBCONTRACTOR/MATERIAL MAN WAIVER & RELEASE OF LIENPARTIAL _____
FINAL _____

OWNER:

CM or CONTRACTOR: _____

PROJECT # _____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____ (The CM or Contractor) has been engaged by _____ (The Owner), to provide labor and/or materials as described in said contract in connection with the construction of the project described above, and _____ (The Subcontractor or Materialman) has been engaged by _____ (The CM or Contractor) to assist.

NOW THEREFORE, _____ (The Subcontractor or Materialman) for and in consideration of \$ _____ (prior payments received) and contingent upon receipt of \$ _____ (anticipated current month's payment) will, upon receipt of aforementioned anticipated payment, waive, release, and relinquish all claims, demands, liens, or rights of liens, to the extent of the amount of \$ _____ (total of prior and anticipated payments) for all work, labor, materials, machinery or other goods equipment, or services done, performed, and/or furnished for the construction of the above referenced project.

THE UNDERSIGNED further warrants and represents that any and all valid labor, material, equipment, fringe benefits, taxes and other bills, now due and payable on the properly described above on behalf of the undersigned, have been paid in full to date of this Waiver for application _____ dated _____, a copy of which is attached hereto.

DATE: _____

(Subcontractor or Materialman)STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____ (year), by (name of person) as (type of authority, . . . e.g. officer, trustee, attorney in fact) for (name of party on behalf of whom instrument was executed) .

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced

CERTIFICATION OF COMPLETION

Date: _____

Vendor Name: _____

Contact Name: _____

Address: _____

Project: _____

Contract Price: _____

Account Code: _____

Dear (Contact Name)

On (Date), a final inspection was held on the subject project. All construction was found to be constructed in accordance with the Contract Documents, and the project is herein accepted by Alachua County. Upon receipt of your Application for Final Payment, the Final Affidavit and Release of Lien and Subcontractor Release of Liens, this project shall be processed for final payment.

Should you have any questions or concerns, please call (Public Works Project Manager) at (Phone Number).

Sincerely,

County Engineer

CC: file
Public Works Director
Inspections Superintendant
Road & Bridge Superintendant
Engineering & Operations Fiscal Assistant
Grants/Contract Administrator

SURVEYOR'S LICENSE CONFIRMATION

DATE : _____

PROJECT # : _____

PROJECT NAME: _____

SURVEY COMPANY: _____

CONTACT NUMBER: _____

I hereby confirm and certify that I, _____, am currently licensed in the State of Florida as a Professional Surveyor and Mapper. I will be directing, coordinating and supervising the survey and layout work for the above referenced project per the Contract and Specifications for Bid #_____.

I understand that I am to maintain my certification throughout the duration of the Project and shall notify Public Works Department, James Link at jlink@alachuacounty.us should status change during that period.

Signature

Name

Title

Florida License Number

(AFFIX SEAL HERE)

SECTION I
SAMPLE CAPITAL CONSTRUCTION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as “Contractor” doing business at _____ and ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” (collectively hereinafter County and contractor referred to as “Parties”):

WITNESSETH:

WHEREAS, the County issued Bid #_____ seeking the bids from Contractors to furnish all labor, materials, equipment and apparatus for the construction of: Project No. _____, in Alachua County, Florida, for the benefit of the Alachua County Public Works Department; and

WHEREAS, after evaluating and considering all timely responses to Bid #_____, 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 _____ 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 **THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and the services covered by the Specifications by the date specified in the contract documents and specifications for Bid #_____, Project No: _____, “_____” and _____ dated _____ (“PROJECT MANUAL”), hereinafter referred to as “Contract Documents and Specifications”, which shall include all incidental and necessary work thereto (the “Work”). The Contract Documents and Specifications are hereby incorporated by reference and made part of this Agreement as if fully set forth herein. Receipt of the Contract Documents and Specifications are herein acknowledged by the Contractor and made a part of this Agreement, the same as though they were set forth at length herein.

2 **CONTRACT PRICE.**

- 2.1 That the County hereby agrees to pay to the Contractor for the faithful performance of The Work in this Agreement, subject to additions and deductions, as provided in the Contract Documents and Specifications the sum of _____ DOLLARS (\$ _____ . _____) (hereinafter, the “Contract Price”).
- 2.2 In order to efficiently and timely address any unknown or unanticipated conditions that are within the scope of the required Work and are otherwise reimbursable without duplication as a cost of the Work, but excluding all items that are to be reimbursed under the Contract Price, the Parties have agreed to establish a contingency within an amount Not-To-Exceed _____ . (\$ _____) (hereinafter, the “Contingency”).
- 2.3 Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Construction Documents and Specifications. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first obtaining County’s express written authorization to proceed.
- 2.4 The Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractors Work compensated within the Contract Price and not chargeable against the Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Price. Construction Manager has no entitlement to any portion of any unused Contingency.

3 **ALACHUA COUNTY MINIMUM WAGE**

- 3.1 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.
- 3.2 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”).

- 3.3 The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 3.4 The Contractor shall provide certification, the form of which is attached hereto as **Exhibit D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 3.5 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.
- 3.6 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.
- 3.7 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.

4 **GENERAL CONDITIONS**

- 4.1 That it is mutually agreed between the Parties hereto that if, at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the County.
- 4.2 That it is agreed by both Parties hereto that progress payments and final payment for work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Project reaches 50% completion. For purposes of this project, 50% completion is defined as _____ . Once 50% completion is reached the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed work. If the County does not dispute any services or payment, the County will make such payment. Furthermore, once 50%

completion is reached, the County shall only retain 5% of each progress payment.

- 4.3 Within 30 days of substantial completion of the Project as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (The List) of items required to render complete, satisfactory and acceptable the construction services required herein. County will provide a first draft of the List within forty five (45) days of notice of substantial completion. Contractor will notify the County of acceptance or of any changes requested within fourteen (14) days of receipt. The List developed does not relieve the Contractor of the responsibility for corrective work or for pending items not yet completed for the Project and any items that are identified after development of The List that are required to correct or complete the Project remain the responsibility of the Contractor.
- 4.4 If the county fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County is not obligated to pay the retainage.
- 4.5 The County shall not be obligated to make payment to the Contractor for amounts that are the subject of a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.
- 4.6 Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.
- 4.7 General Terms and Conditions as found in the referenced Project Manual are attached hereto as **Exhibit "1"**. Special Condition as found in the referenced Project Manual are attached hereto as **Exhibit "5"**.

5 CONTRACT TIME AND DAMAGES

- 5.1 It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set for within the issuance of a Notice to Proceed to the Contractor by the County. Contract Time for Substantial Completion is _____ Working Days, as defined in Contract Documents and Specifications. Contract Time for Final Completion is 45 calendar days after Substantial Completion is met.
- 5.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of _____ (\$ _____) per day for

each and every calendar day after the date fixed for Substantial Completion for the project..

5.3 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Final Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of _____ (\$ _____) per day for each and every calendar day after the date fixed for Final Completion for the project.

6 PERFORMANCE AND PAYMENT BONDS

6.1 Within ten (10) business days after signature of this Contract by the Parties, Contractor shall provide Owner with Performance and Payment Bonds, in the form prescribed in **Exhibit “2”**, in the amount of 100% of the total sum of the Contract Price, the costs of which are to be paid by the Contractor.

6.2 If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County’s approval.

6.3 In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to County’s obligation to make any progress payments to the Contractor hereunder.

7 **NOTICES** - Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is 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 representative are:

County:

Department

Address

City/State/Zip

Attn:

Contractor

Company 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.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32601
Attn: Finance and Accounting

and

Procurement
12 SE 1st Street, 3rd Floor
Gainesville, Florida 32601
Attn: Contracts

8. **RELEASE OF LIEN.** It is agreed that when all Work contemplated by this Agreement has been completed and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as **Exhibit "6"**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the County. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Project, have been paid in full and Contractor shall include executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit "7"**, from all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the project or the payment in question.

9. **INCORPORATION BY REFERENCE OF SPECIFICATIONS AND GENERAL CONDITIONS**

- 9.1 Receipt of the Contract Documents and Specifications entitled the "PROJECT MANUAL" are herein acknowledged and made a part of the Agreement the same as though they were set forth at length herein. The general conditions are incorporated herein.

9.2 In cases of discrepancy, the governing order of the documents is as follows:

- 9.2.1 Amendments and Change orders
- 9.2.2 Contract
- 9.2.3 Special Provisions
- 9.2.4 Technical Special Provisions
- 9.2.5 Plans
- 9.2.6 Developmental Specifications
- 9.2.7 Supplemental Specifications
- 9.2.8 Standard Specifications

10. **INDEMNIFICATION**

- 10.1 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.
- 10.2 The Contractor 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.
- 10.3 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.

10.4 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.

10.1 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.

11 **PROJECT RECORDS**

11.1 **General Provisions:**

11.5.1 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.

10.1.1 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.

10.1.2 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:**

10.4.1 If the Professional does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with this Agreement.

10.4.2 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE

- 11 **INSURANCE** Throughout the term of this project, the Contractor shall provide insurance of the types and in the amounts set forth in **Exhibit "3"**. The Contractor shall also require any subcontractors to provide insurance as set forth in **Exhibit "3"**. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "3-A"**
- 12 **SEVERABILITY** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 13 **AMENDMENT** This Agreement may be amended by mutual written agreement of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.
- 14 **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 venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.
- 15 **CHOICE OF LAW** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Venue shall be in Alachua County.
- 16 **COMPLETE AGREEMENT** This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 17 **NON WAIVER** The failure of any party to exercise any right in this agreement will not waive such right in the event of any further default or non-compliance.

- 18 **SUCCESSORS AND ASSIGNS** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.
- 19 **NO THIRD PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

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

Alachua County Attorney's Office

(SEAL)

**IF SIGNED BY COUNTY MANAGER
CLERK DOES NOT ATTEST AND
SIGNATURE BLOCK IS REMOVED**

CONTRACTOR

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: GENERAL TERMS AND CONDITIONS

34.0 STARTING THE WORK

1.2 Schedule

Within ten (10) days after execution of the Agreement, the Contractor will submit to the County Engineer for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

1.2 Pre-Construction Conference

Before starting Work, a conference will be held to review the above schedules and Submittal package (See 1.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment and to establish a working understanding between the Parties as to the project. Present at the conference will be the County Engineer, and/or his Project Representative, and the Contractor and utility company representatives.

1.3 Notice to Proceed

Upon execution and delivery of the Agreement, the County Engineer will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than thirty (30) days after the date of execution and delivery of the Agreement. No work shall be done prior to receipt of the Notice to Proceed.

1.4 Commencement of Time

The Contract Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

1.5 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include: Exhibit R, Surveyor's license confirmation, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan and Quality Control Plan to be approved by the County prior to any construction activities along with any other requirements or permits as outlined in this document. All submittals must be approved by the County prior to implementation.

2.0 INTENT OF CONTRACT DOCUMENTS

2.1 It is the intent of the Specifications and Drawings to describe a complete project to be constructed in accordance with the Contract Documents.

2.2 The Contract Documents comprise the entire Agreement between the County and the Contractor. They may be amended only by approval of a Change Order or Field Change Order or Contract Amendment.

3.0 OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS

3.1 All Specifications, Drawings and copies thereof furnished by Alachua County shall remain the property of Alachua County. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

3.2 The County will furnish to the Contractor three (3) copies of the Drawings as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

- 3.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Director and/or his Project Representatives.

4.0 **WORK BY OTHERS**

- 4.1 The County may perform additional work related to the project by itself, or the County may let other direct contracts therefore, which shall contain General Conditions similar to these. The Contractor shall afford the other Contractors who are Parties to such direct contracts (or the County, if it is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 4.2 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other Contractor (or the County), the Contractor will inspect and promptly report to the County Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of his Work, except as to defects and deficiencies which may appear in the other work after the execution of his Work.
- 4.3 The Contractor will do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County Engineer.
- 4.4 If the performance of additional work by other contractors or the County is not noted in the Contract Documents prior to the award of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the County or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in **EXHIBIT 1**, Paragraphs 15-17.

5.0 **RESPONSIBLE AGENT**

- 5.1 The Contractor shall designate a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the County and the contractor.
- 5.2 The County Engineer will be the responsible agent for the County. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the contractor.
- 5.3 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.

6.0 **ACCIDENT PREVENTION**

- 6.1 Precaution shall be exercised at all times for the protection of employees, other persons and property.
- 6.2 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.

7.0 **SUBCONTRACTS**

- 7.1 With the Bid Proposal, the successful Bidder will have submitted to the County and the County Engineer for acceptance, a list of the names of proposed Subcontractors and suppliers. Prior to the execution and delivery of the Agreement, the County Engineer will notify the successful Bidder in writing if either the County or the County Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the County or the County Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the County or the County Engineer to reject Work, material or equipment that is either defective or not in conformance with the requirements of the Contract Documents.
- 7.2 If, prior to the execution and delivery of the Agreement, the County or the County Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the successful Bidder may, prior to such execution and delivery, either (i) submit an acceptable substitute without an increase in his Bid price, or (ii) withdraw his Bid and forfeit any Bid security. If, after the execution and delivery of the Agreement, the County or the County Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute, the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No such increase in the Contract Price shall be allowed if the disputed Subcontractor was not identified on the Subcontractor list submitted prior to award of the Contract.
- 7.3 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the County or the County Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the County and the County Engineer, prior to written concurrence by the County Engineer.
- 7.4 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County or the County Engineer or any obligation on the part of the County or the County Engineer to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The Director may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.
- 7.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.
- 7.6 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

8.0 **PHYSICAL AND SUBSURFACE CONDITIONS**

- 8.1 The County Engineer will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.
- 8.2 The Contractor will promptly notify the County Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents.

The County Engineer will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the County Engineer will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the County Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

9.0 **COUNTY ENGINEER'S STATUS DURING CONSTRUCTION**

- 9.1 The County Engineer shall be the County's representative during the construction period. All instructions of the County to the Contractor shall be issued through the County Engineer.
- 9.2 The County Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will he be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. His efforts will be directed toward providing assurance for the County that the completed project will conform to the requirements of the Contract Documents, but he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the County informed of the progress of the Work and will endeavor to guard the County against defects and deficiencies in the Work of the Contractor.
- 9.3 The County Engineer will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in **EXHIBIT 1**, Paragraph 11. He will also have authority to require special inspection or testing of the Work as provided in **EXHIBIT 1**, Paragraph 13.2, whether or not the Work is fabricated, installed or completed.
- 9.4 Neither the County Engineer's authority to act under this **EXHIBIT 1**, Paragraph 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the County Engineer to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

10.0 **COUNTY ENGINEER'S INTERPRETATIONS AND DECISIONS**

- 10.1 The County Engineer will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as he may determine necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **EXHIBIT 1**, Paragraph 16.
- 10.2 The County Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance there under. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the County and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the County Engineer for decisions, which he shall render in writing within a reasonable time.

11.0 **TESTS AND INSPECTIONS**

- 11.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor will give the County Engineer timely notice of readiness therefore. The Contractor will furnish the County Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the County Engineer, it must, if directed by the County Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.
- 11.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in **EXHIBIT 1**, Paragraph 19.
- 11.3 Neither observations by the County Engineer nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

12.0 **CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE**

- 12.1 The Contractor will supervise and direct the Work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, he will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to the County Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 12.2 The Contractor will keep on the Work, at all times during its progress, a resident superintendent satisfactory to the County Engineer. The superintendent shall not be replaced without the consent of the County Engineer, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.
- 12.3 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. Survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. Surveyor is required to sign, seal and return a certification on a acceptable to the County. He will at all times maintain good discipline and order among his employees at the site.
- 12.4 The County Engineer will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of his or their agents or employees or any other persons performing any of the Work.
- 12.5 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

13.0 **ACCESS TO THE WORK: UNCOVERING FINISHED WORK**

- 13.1 The County Engineer and his representatives and other representatives of the County will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 13.2 If any Work is covered contrary to the request of the County Engineer, it must, if requested by the County Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 13.3 If any Work has been covered which the County Engineer has not specifically requested to observe prior to its being covered, or if the County Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore as provided in **EXHIBIT 1**, Paragraph 16 and 17.

14.0 **MODIFICATIONS**

- 14.1 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.
- 14.2 The County will not be bound under this Agreement for similar or like services being provided by County agencies or for services entered into by the County under a separate agreement.

15.0 **CHANGES IN THE WORK**

- 15.1 Without invalidating the Agreement, the County may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Change Order or Field Change Order as appropriate. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Contract Amount, addition of Pay Items, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in **EXHIBIT 1**, Paragraphs 15-17.
- 15.2 The Public Works Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided in **EXHIBIT 1**, Paragraph 16.
- 15.3 Additional work performed by the Contractor prior to written authorization will not automatically entitle him to additional compensation, an increase in the Contract Price, or an extension of the Contract Time.
- 15.4 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the County.

16.0 **CHANGE OF CONTRACT PRICE**

- 16.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.
- 16.2 The Contract Price may only be changed by a Change Order or Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Contract Price, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. Change orders and field change orders will be approved by the following procedure:
 - 16.2.1 The County Manager may approve change orders and field change orders that, either cumulatively or individually, increase the contract price up to ten percent of the original contract price or \$500,000.00, whichever is less. The board shall approve change orders that, either individually or cumulatively, increase the contract price by more than ten percent of the original contract price or \$500,000.00, whichever is less.
 - 16.2.2 The Public Works Director may approve change orders of up to \$100,000.00 each when immediate approval is required to avoid delay or prevent an increase in cost, provided that the cumulative total of all changes orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
 - 16.2.3 The county manager, administrative services director or public works director may approve all change orders and field change orders that do not increase the cost to the county.
 - 16.2.4 The public works director may approve field change orders, provided that the cumulative total of all change orders and field change orders does not exceed ten percent of the original contract price or \$500,000.00, whichever is less.
 - 16.2.5 Only the board may approve a change order or field change order that expands the size, function, or intended use of the project from that stated in the contract documents, regardless of cost.
- 16.3 All change orders approved by the county manager, administrative services director, or public works director shall be reported to the board as information items to be included in its consent agenda.
- 16.4 The value of any Work covered by a Change Order or Field Change Order, for any claim for an increase in the Contract Price, shall be determined in one of the following ways:
 - 16.4.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 16.4.2 Mutual acceptance of a lump sum or unit price.
 - 16.4.3 Cost and a mutually acceptable fixed amount for overhead and profit.
 - 16.4.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead and profit, shall be as follows:

16.4.4.1 for all such Work done by his own organization, the Contractor may add up to 10% (ten percent) of his actual increase in cost; and

16.4.4.2 for all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of his actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under paragraph 16.4.4.1, the Contractor will submit in a form prescribed by the Director an itemized cost breakdown together with supporting data

16.4.5 Pay factor adjustments will be adjusted in accordance with details outlined in EXHIBIT 8, Special Conditions.

16.5 The amount of credit to be allowed by the Contractor to the County for any such change which results in a net decrease in cost will be in the amount of the actual net decrease as determined in **EXHIBIT 1**, Paragraph 16.4 and processed by Change Order or Field Change Order.

17.0 **CHANGE OF THE CONTRACT TIME**

17.1 The Contract Time may be changed by a Change Order. Contract Time may be changed for Weather Days only in a Field Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, his notice of intent to file a claim shall be in writing delivered to the County Engineer within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the County Engineer in writing within fifteen (15) days after the elimination of the event giving rise to the claim. The County Manager, Administrative Services Director or Public Works Director may approve any extension in Contract Time. Contract Time shall not be extended for County designated holidays. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

17.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefore as provided in **EXHIBIT 1**, Paragraph 17.1. Such delays shall include, but not be restricted to, acts of neglect by any separate contractor employed by the County, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

17.3 All time limits stated in the Contract Documents are of essence in the Agreement. The provisions of this **EXHIBIT 1**, Paragraph 17 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

18.0 **NEGLECTED WORK**

18.1 If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the County Engineer may, without prejudice to any other remedy he may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the County.

19.0 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

- 19.1 The Contractor warrants and guarantees to the County and the County Engineer that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.
- 19.2 If required by either the Director or the County Engineer prior to approval of final payment, the Contractor will promptly, without cost to the County and as required by either the Director or the County Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the County Engineer, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from either the Director or the County Engineer, the County may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.
- 19.3 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the County and in accordance with the County's written instructions either correct such defective Work, or, if it has been rejected by the County, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 19.4 If, instead of requiring correction or removal and replacement of defective Work, the County prefers to accept it, the County may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated with the Contractor by the County Engineer with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of **EXHIBIT 1**, Paragraph 33 shall prevail.

20.0 **APPLICATIONS FOR PROGRESS PAYMENTS**

- 20.1 Not more than once a month, the County Engineer will submit to the Contractor for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the County Engineer, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at his expense.

- 20.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the County prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 20.3 The County Engineer will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing his approval of payment, less any retainage as specified by contract, and present the application to the Clerk of the Court for payment. The Clerk of the Court will within three (3) weeks of presentation to him of an approved application for payment, pay the Contractor the amount approved by the County Engineer.

21.0 **APPROVAL OF PAYMENTS**

- 21.1 By approving any such payment, the County Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site inspections to check the quality or the quantity of the Work; that he has reviewed the means, methods and techniques, sequences and procedures of construction; or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to him.
- 21.2 The County Engineer may nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the County from loss because:
- 21.2.1 The Work is defective.
 - 21.2.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.
 - 21.2.3 The Contract Price has been reduced.
 - 21.2.4 The County has been required to correct defective Work or complete the Work in accordance with **EXHIBIT 1**, Paragraph 18, or
 - 21.2.5 Unsatisfactory prosecution of the Work, including failure to clean up as required by **EXHIBIT 1**, Paragraph 28.

22.0 **FINAL PAYMENT**

- 22.1 Upon notification from the Contractor that the project is complete, the County Engineer will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

- 22.2 After the Contractor has completed any such corrections to the satisfaction of the County Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may receive final payment following the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Payment Affidavit and Waiver of Right to Payment Bond from all from all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work, utilizing the forms provided. Nothing in this section waives the rights of the Contractor under § 255.05(11) Florida Statutes. The County Engineer will execute a Certificate of Completion and recommend final payment.
- 22.3 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment, all as required by the Contract Documents, the County Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten (10) days after Contractor concurrence of the final application for payment, indicate in writing his approval of payment and present the application to the Clerk of the Court for payment. The Clerk of the Court will, within three (3) weeks of presentation to him of an approved final application for payment, pay the Contractor the amount approved by the County Engineer.
- 22.4 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the County Engineer so confirms, the County shall, upon certification by the County Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in **EXHIBIT 1**, Paragraph 27, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the County Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

23.0 **WAIVERS OF CLAIMS AND CONTINUING OBLIGATIONS**

- 23.1 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of final payment by the Director, nor the issuance of a certificate of substantial completion, nor any payment by the Clerk of the Court to the Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by the County, nor any act of acceptance by the County, nor any failure to do so, nor any correction of faulty or defective work by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by the Contractor against the County, other than those previously made in writing and still unsettled.

24.0 **INDEMNIFICATION**

- 24.1 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.
- 24.2 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.

- 24.3 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 Contract between the County and the Contractor.
- 24.4 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 workmen's compensation acts, disability benefit acts or employee benefit acts.
- 24.5 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.

25.0 **DEFAULT AND TERMINATION**

- 25.1 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 or develop a plan and time line acceptable to the County to cure the default. The County Engineer 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 Department is authorized to provide final termination notice on behalf of the County to the Contractor.
- 25.2 Upon seven (7) days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The County Engineer is authorized to provide written notice of termination on behalf of the County. Upon receipt of such notice, the Contractor shall immediately cease all Work.
- 25.3 If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four 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 any notice of termination.
- 25.4 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the County Engineer, or he otherwise violates any provisions of the Contract Documents, then the County may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 25.5 Where the Contractor's services have been so terminated by the County, said termination shall not affect any rights of the County against the Contractor then existing or which may thereafter accrue.

Any retention or payment of monies by the County due the Contractor will not release the Contractor from liability.

26.0 SUCCESSORS AND ASSIGNS

- 26.1 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, and any assignment or transfer by the Contractor of its interest in this Agreement without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or Contractor, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.

27.0 CONTRACT BONDS

- 27.1 The Contractor will furnish performance and payment Bonds as surety for the faithful performance and payment of all his obligations under this Agreement. These Bonds shall be in amounts at least 100% of the Contract Price and in such form and with such sureties as are acceptable to the County. Surety insurers shall be authorized to do business in the State of Florida. Prior to execution of the Contract Documents, the County may require the Contractor to furnish such other Bonds in such form and with such sureties as he may require. If such Bonds are required by written instructions given prior to the openings of Bids, the premiums shall be paid by the Contractor; if subsequent thereto, they shall be paid by the County.

28.0 CLEANING UP

- 28.1 The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the County. The Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

29.0 COUNTY'S RIGHT TO STOP OR SUSPEND WORK

- 29.1 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Contract Price or extension of the Contract Time.
- 29.2 The County may, at any time and without cause, suspend the Work, at any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will be resumed. The Contractor will resume the work on the date so determined. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension provided he makes a claim therefore as provided in **EXHIBIT 1**, Paragraphs 16 and 17.

30.0 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE**

- 30.1 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the County or an order of court or other public authority, or if the County Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or if the County fails to pay the Contractor any sum approved by the County Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the County and the County Engineer, terminate the Agreement and recover from the County payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the County Engineer has failed to act on an application for payment or the County has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the County and the County Engineer, stop Work until he has been paid all amounts then due.

31.0 **WORKPLACE VIOLENCE**

- 31.1 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.

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

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

32.0 **MISCELLANEOUS**

32.1 **Written Notice**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an office of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

32.2 **Duties And Obligations**

Imposed by these General Conditions and the rights and remedies available hereunder, and, in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by **EXHIBIT 1**, Paragraph 19 and 23 and the rights and remedies available to the County and County Engineer thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

32.3 **Governing Law**

The Contract Document shall be governed by the law of the State of Florida.

32.4 **Pollution Abatement**

The Contractor shall comply with all Federal, State and Local laws and regulations controlling pollution of the environment. He shall take necessary precautions to prevent pollution of streams, lakes and ponds with fuels, oils, bitumens, chemicals and other harmful materials. He shall take necessary measures to minimize soil erosion.

32.5 **Injury Or Damage To People Or Property**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

32.6 **Health Considerations**

The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. He shall commit no public nuisance.

32.7 **Assignment Of Interest** –Any individual or firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

32.8 **Books And Project Records** –

32.8.1 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(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

32.8.2 In accordance with §119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor’s possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the 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.

32.8.3 During the term of this Agreement or license, the Contractor may claim that some or all of Contractor’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 Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as “Confidential Information” or “CI.”

32.8.4 The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor’s Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor 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. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor 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. Contractor releases County from claims or damages related to disclosure by County.

- 32.8.5 In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.
- 32.8.6 If Contractor refuses to perform its duties under this section within fourteen (14) calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.
- 32.9 **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.

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EXHIBIT 2: FORM OF PERFORMANCE AND PAYMENT BOND

PAYMENT BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2). Florida Statutes

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with Alachua County, which contract documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the time limitations of §255.05(2), Florida Statutes. In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

Signed and sealed this _____ day of _____, 20____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____
Name: _____
Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, as _____ of
_____, a _____ corporation, on behalf of the corporation. He/she is
personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

PERFORMANCE BOND

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: Alachua County Board of County Commissioners

PRINCIPAL BUSINESS ADDRESS: 12 S.E. First Street, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-374-5204

CONTRACT DETAILS

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to the Board of County Commissioners of Alachua County, Florida, as Obligee, hereinafter called the County, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a contract, identified above, with County, which contract documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, and County having performed County's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if County elects, upon determination by County and Surety jointly of the lowest responsible bidder, arrange for a contract between such Bidder and County, and make available as work progresses sufficient funds, paid to County, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person or corporation other than County named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

Witnesses as to Contractor

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
_____, as _____ of
_____, a _____ corporation, on behalf of the corporation. He/she is
personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name _____ My Commission Expires: _____

(AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____
SEAL

PRINTED NAME AND TITLE: _____ ATTORNEY IN FACT

EXHIBIT 3: INSURANCE REQUIREMENTS

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 who’s 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 thirty (30) day 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 contract 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

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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: _____

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 5: SPECIAL CONDITIONS

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____ of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Capital Construction Agreement ("Agreement") with the Alachua County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished furnish all labor, materials, equipment and apparatus for the construction of: Project No. _____ and _____ in Alachua County, Florida, as more particularly set forth in said Agreement.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ _____.

(3) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Agreement ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(4) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(5) In accordance with the Contract Documents and in consideration of \$ _____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the Owner relating in any way to the performance of the Contract.

(6) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(7) Contractor agrees to indemnify, defend and save harmless the Owner from all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the performance by Contractor of the Work covered by the Agreement.

SIGNATURES ON THE FOLLOWING PAGE

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires: _____

Notary Public (Signature): _____

(AFFIX NOTARY SEAL)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

EXHIBIT 7: FORM OF FINAL PAYMENT BOND WAIVER

**WAIVER OF RIGHT AGAINST PAYMENT BOND
(FINAL PAYMENT)**

OWNER: Alachua County, a charter county and political subdivision of the State of Florida

CONTRACTOR: _____

PROJECT: _____

The undersigned Claimant, for itself and its successors and assigns, and in consideration of final payment made in the amount of \$ _____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished to _____. on the job of ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, for improvements to the following described Project: Project _____ in Alachua County, Florida Bid _____.

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Claimant: _____

DATE: _____

By: _____
(Print Name)

Its:

(Print Title)

**STATE OF FLORIDA
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____ (name of person) as _____ (type of authority, e.g.
officer, trustee, attorney in fact) for _____.

(Signature of Notary Public -- State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced

EXHIBIT 8: Special Conditions

SAMPLE