

CONTRACTUAL SERVICES AGREEMENT NO. 11799 WITH V. E. WHITEHURST & SONS, INC. FOR ANNUAL ASPHALTIC CONCRETE SURFACING SERVICES

This Agreement is entered into on _____, between Alachua County, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and V. E. Whitehurst & Sons, Inc., a Florida profit corporation with a principle business address located at 20551 NE 75th St., Williston, FL 32696, hereinafter referred to as "Contractor" (collectively the County and Contractor are hereinafter referred to as “Parties”).

WITNESSETH

WHEREAS, the County issued Bid No. 21-7 seeking contractors for Annual Asphaltic Concrete Surfacing Services in Alachua County, Florida, and reserving the right to award a contract to more than one contractor; and

WHEREAS, after evaluating and considering all timely responses to Bid No. 21-7, the County determined that two contractor should be awarded contracts, with the Contractor to be awarded the primary contract as the lowest priced, responsive, responsible bidder and the other contractor to be awarded the secondary contract as the second lowest priced, responsive, responsible bidder; and

WHEREAS, the County desires to enter into this Agreement for the Contractor to provide the services described in Bid No. 21-7, and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein.

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

1. **Term.**

1.1. This Agreement is effective upon execution by both Parties (“Effective Date”) and shall continue through September 30, 2022 (“Initial Term”) unless earlier terminated as

provided herein. The County has the option of renewing the Term of this Agreement for one (1) additional one (1) year period at the same terms and conditions outlined herein.

- 1.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
2. **Duties of the Contractor.** The Contractor shall perform all work in accordance with the *Technical Specifications* attached hereto as **Exhibit "1"** ("Work").
3. **Representations and Warranties.** By executing this Agreement, the Contractor makes the following express representations and warranties:
 - 3.1. The Contractor is a professional qualified to perform the Work described herein.
 - 3.2. The Contractor warrants all the Work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.
 - 3.3. The Contractor acknowledges that the County's review, observation, inspection, testing, or payment to Contractor for the Work shall in no way diminish the Contractor's warranty pertaining to the Work.
4. **Method of Payment.** For all Work actually, timely and faithfully performed, the Contractor will be paid as follows:
 - 4.1. The Contractor shall be paid in accordance with the pricing set forth in **Exhibit "2"**, but the total payments to Contract during any Fiscal Year (i.e., Oct.1st through Sept. 30th) shall Not Exceed One Million Dollars and Zero Cents (\$1,000,000.00) ("Annual Not-To-Exceed Contract Price"). Contractor shall not be paid for any Work that exceeds the Annual Not-To-Exceed Contract Price and Contractor shall be solely be responsible for ensuring that it does not perform any Work that would exceed the Annual Not-To-Exceed Contract Price,

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for Work completed. The Contractor's invoice shall describe with reasonable particularity the Work completed, including: the date thereof, the type of material delivered, the zone to which the material was delivered, and the quantity of material delivered, the unit price for the material, the total payment request by the invoice, and the total amount invoiced to date during the current Term of the Agreement.. The Contractor's invoice shall be accompanied by such documentation or data for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the Work indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, , that all Work provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, material suppliers and laborers, incurred in connection with the Work, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Public Works Department Director
5620 NW 120th Lane
Gainesville, Florida, 32653

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

V. E. Whitehurst & Sons. Inc.
20551 NE 75th Street
Williston, FL, 32696

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

5. **ALACHUA COUNTY MINIMUM WAGE**

5.1. The Work performed pursuant to this Agreement is considered covered services under Chapter 22, Article XII, 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. 22.12-101(3) of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

5.2. The Contractor shall provide certification, the form of which is attached hereto as **Exhibit “4”**, 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.

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

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

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

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

representatives are:

County: Alachua County Public Works Department Director
5620 NW 120th Lane
Gainesville, Florida, 32653
jflegert@alachuacounty.us

Contractor: V. E. Whitehurst & Sons, Inc.
20551 NE 75th Street
Williston, FL, 32696
jcb@atlantic.net

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
dmw@alachuaclerk.org

And

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
Procurement@alachuacounty.us

7. **Default and Termination.**

7.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Public Works Department Director 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 County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.

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

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

8. **PROJECT RECORDS**

8.1. **General Provisions:**

8.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings,

data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.2. In accordance with §119.0701, Florida Statutes, the Contractor, *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 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.

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

8.2. Confidential Information

8.2.1. During the term of this Agreement, 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 reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

8.2.2. 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 by seeking 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, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

8.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, *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 Contractor or keep and maintain public records required by the County to perform the service. If the Contractor 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 Contractor 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.

8.4. **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the County within a reasonable time.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S

DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: publicrecordsrequest@alachuacounty.us; PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601

9. **Insurance.** The Contractor will procure and maintain insurance throughout the entire Term of this Agreement and any renewal Term, of the types and in the minimum amounts detailed in **Exhibit “3”**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit “3-A”**

10. **Permits.** The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required to complete the Work.

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

12. **Indemnification.**
 - 12.1. 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.

 - 12.2. 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.

- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
13. **Assignment of Interest.** Neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
14. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
15. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the Agreement.
16. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

17. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
18. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
19. **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.
20. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
21. **Governing Law and Venue.** This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
22. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
23. **Amendments.** The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
24. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
25. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference,

or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.

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

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

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

29. **U.S. Department of Homeland Security E-verify System**

29.1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

29.2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

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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: _____

Ken Cornell, Chair

Board of County Commissioners

Date: _____

ATTEST

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

(SEAL)

APPROVED AS TO FORM

DocuSigned by:
David Forziano
70E5E81DBE1E4D3...

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
William J. Whitehurst
DAF0B1BD225F4E3...

By: _____

Print: william j. whitehurst

Title: President

Date: 2/25/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Technical Specifications

TECHNICAL SPECIFICATIONS

1.0 SCOPE

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

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

1.1 Description of Goods and Services

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

1.2 Release of Lien

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

acceptable to the Entities.

1.2 **Scheduling**

- 1.2.1 Work to be performed will be provided by the Entities to the Contractor, in writing, via a Work Order, specifying the requested dates for the work to be performed and estimated value of the work. Work will be scheduled by the Contractor in a reasonable period of time, compatible with the Contractor's work schedule.
- 1.2.2 A minimum of 30% of the price for each Work Order issued shall be for asphalt placement.
- 1.2.3 Performance and Payment Bond for 100% of the assigned work shall be provided prior to issuance of a Notice to Proceed.

1.3 **Traffic Control**

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

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

- 1.4.1 Section 334 is replaced as follows:

334-1 Description.

334-1.1 General

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

334-1.2 Asphalt Work Mix Categories

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

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

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

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

334-1.3 Mix Types

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

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

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

334-1.4 Gradation Classification

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

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

Type SP-9.5, FC-9.59.5 mm

Type SP-12.5, FC-12.512.5 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-9.5¾ – 1-1/2 inches

Type SP-12.5, FC-12.51 ½ – 2-1/2 inches

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

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

334-1.6 Weight of Mixture

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

334-2 Materials.

334-2.1 Superpave Asphalt Binder

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

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement.

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

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

aggregate from other sources.

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

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

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

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

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

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

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

334-3 Composition of Mixture.

334-3.1 General

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

334-3.2 Mix Design

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

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

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

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

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12 with the following exceptions: use the number of gyrations at N_{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.

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.

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

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). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day. The Contractor shall be responsible for cutting 6 inch diameter cores at the same frequency described above for County verification.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FM 1-T 030. Determine the roadway density in accordance with FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in

accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-6.

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 (P₈ and P₂₀₀) 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 at his discretion. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the County, or performing an Engineering analysis to determine the final disposition of the material.

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

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, bike/shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 lb per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet

continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

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

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

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

334-8 Basis of Payment

334-8.1 General

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

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

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

337-6.1 FC-9.5 and FC-12.5

Mixture acceptance shall meet the requirements of 334-6.

337-7.8 Material Transfer Vehicle

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

334-11 Method of Measurement

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

334-12.1 Basis of Payment

334-8.1 General

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

Exhibit 2: Bid Form/ Schedule of Values

V. E. Whitehurst & Sons, Inc.
 20551 N.E. 75th Street
 Williston, FL 32696

BID FORM

BID NUMBER: 21-7
 BID OPENING DATE: 2:00 pm, Wednesday, July 15, 2020

TO: The County Commissioners, County of Alachua:

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

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

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

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

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
151-250	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
251-500	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
Over 500	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
151-250	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
251-500	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
Over 500	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00

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

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 265.00	\$ 265.00	\$ 265.00	\$ 265.00	\$ 265.00
151-250	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00
251-500	\$ 109.50	\$ 109.50	\$ 109.50	\$ 109.50	\$ 109.50
Over 500	\$ 109.50	\$ 109.50	\$ 109.50	\$ 109.50	\$ 109.50

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00	\$ 255.00
151-250	\$ 104.50	\$ 104.50	\$ 104.50	\$ 104.50	\$ 104.50
251-500	\$ 98.50	\$ 98.50	\$ 98.50	\$ 98.50	\$ 98.50
Over 500	\$ 98.50	\$ 98.50	\$ 98.50	\$ 98.50	\$ 98.50

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
151-250	\$ 126.00	\$ 126.00	\$ 126.00	\$ 126.00	\$ 126.00
251-500	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00
Over 500	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
151-250	\$ 122.00	\$ 122.00	\$ 122.00	\$ 122.00	\$ 122.00
251-500	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
Over 500	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
151-250	\$ 126.00	\$ 126.00	\$ 126.00	\$ 126.00	\$ 126.00
251-500	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00
Over 500	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
151-250	\$ 122.00	\$ 122.00	\$ 122.00	\$ 122.00	\$ 122.00
251-500	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
Over 500	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
151-250	\$ 126.00	\$ 126.00	\$ 126.00	\$ 126.00	\$ 126.00
251-500	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00
Over 500	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00	\$ 285.00
151-250	\$ 122.00	\$ 122.00	\$ 122.00	\$ 122.00	\$ 122.00
251-500	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00
Over 500	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00

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

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
151-250	\$ 111.00	\$ 111.00	\$ 111.00	\$ 111.00	\$ 111.00
251-500	\$ 108.75	\$ 108.75	\$ 108.75	\$ 108.75	\$ 108.75
Over 500	\$ 108.75	\$ 108.75	\$ 108.75	\$ 108.75	\$ 108.75

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00	\$ 260.00
151-250	\$ 99.50	\$ 99.50	\$ 99.50	\$ 99.50	\$ 99.50
251-500	\$ 97.75	\$ 97.75	\$ 97.75	\$ 97.75	\$ 97.75
Over 500	\$ 97.75	\$ 97.75	\$ 97.75	\$ 97.75	\$ 97.75

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
151-250	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
251-500	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00
Over 500	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
151-250	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00
251-500	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25
Over 500	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
151-250	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
251-500	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00
Over 500	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00

V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
151-250	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00
251-500	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25
Over 500	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
151-250	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
251-500	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00
Over 500	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00	\$ 118.00

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
0-150	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00	\$ 280.00
151-250	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00	\$ 116.00
251-500	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25
Over 500	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25	\$ 114.25

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

Tons	Zone I	Zone II	Zone III	Zone IV	Zone V
Mark-up	N/A %	N/A %	N/A %	N/A %	N/A %

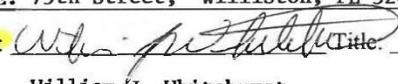
V. E. Whitehurst & Sons, Inc.
20551 N.E. 75th Street
Williston, FL 32696

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

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

Bidder: V. E. Whitehurst & Sons, Inc. Company: V. E. Whitehurst & Sons, Inc.

Address: 20551 N.E. 75th Street, Williston, FL 32696

Authorized Signature:  Title: President

Clearly Print Name: William J. Whitehurst

Phone: 352-528-2101 Fax: 352-528-3857 Date: July 15, 2020

Email Address: jcb@atlantic.net

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 whose employees handle funds)

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

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

I Commercial General Liability and Automobile Liability Coverages

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

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

II All Coverages

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

SUBCONTRACTORS

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

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

**Public Works Department
Attn: James "Tony" Flegert
jfflegert@alachuacounty.us
5620 NW 120 Lane
Gainesville, FL 32653
21-64 Annual Roadway Milling Services**

MAIL, EMAIL or FAX CERTIFICATES

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 XII of the Alachua County Code of Ordinance (“Wage Ordinance”).

V. E. Whitehurst & Sons, Inc.
20551 NE 75th Street
Williston, FL 32696
(352) 528-2101
jcb@atlantic.net

Project Description: *Annual Asphaltic Concrete Surfacing Services; Bid 21-7; Asphalt and concrete surfacing services in accordance with Florida Department of Transportation (FDOT) Standard Specifications and as amended by these specifications, at various locations within Alachua County*

CONTRACTOR

DocuSigned by:
William J. Whitehurst
By: DAE0B1BD225E4E3...
Print: William J. Whitehurst
Title: President
Date: 2/25/2021

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION.

Certificate Of Completion

Envelope Id: 20030AF308494038B389070D62088D3F Status: Completed
 Subject: Please DocuSign: #11799 with V. E. Whitehurst & Sons, Inc. for Annual Asphaltic Concrete Surfac...
 Source Envelope:
 Document Pages: 42 Signatures: 2 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Michelle Guidry
 AutoNav: Enabled mguidry@alachuacounty.us
 Envelopeld Stamping: Enabled IP Address: 216.194.144.254
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

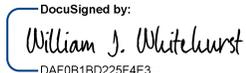
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 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

Signer Events

William J. Whitehurst
 wjw@atlantic.net
 President
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.215.166

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 Signed: 2/25/2021 7:57:05 AM

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Thomas (Jon) Rouse
 trouse@alachuacounty.us
 Contracts Supervisor
 Alachua County Board of County Commissioners
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 2/25/2021 7:57:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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 Certified Delivered Security Checked 2/25/2021 7:56:06 AM

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Signing Complete	Security Checked	2/25/2021 7:57:05 AM
Completed	Security Checked	2/25/2021 7:57:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

EXHIBIT B

V. E. Whitehurst & Sons, Inc.

(Insert Name of Corporation)

CORPORATE RESOLUTION

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

The Board of Directors (“Directors”) of V. E. Whitehurst & Sons, Inc., a
(insert name of company)

Florida corporation (the “Corporation”), at a duly and properly
(insert state of incorporation)

held meeting on the 25th day of June, 2014, did hereby consent to, adopt,
ratify, confirm and approve the following recitals and resolutions:

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

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

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

NAME

TITLE

William J. Whitehurst

President

Jack W. Whitehurst

Vice President

J. Chris Burleson

Secretary

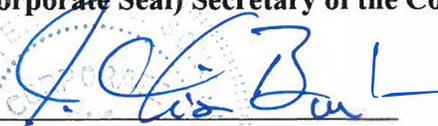
Devin C. Whitehurst

Treasurer

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

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 15th day of July, 2020, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal) Secretary of the Corporation

By: 
J. Chris Burleson

(Print Secretary's Name)

Certificate Of Completion

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 Certificate Pages: 5 Initials: 0 Michelle Guidry
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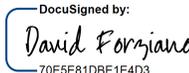
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Signer Events

David Forziano
 dforziano@alachuacounty.us
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

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Carbon Copy Events

Status

Timestamp

Thomas (Jon) Rouse
 troue@alachuacounty.us
 Contracts Supervisor
 Alachua County Board of County Commissioners
 Security Level: Email, Account Authentication (None)

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Sent: 3/11/2021 9:41:00 AM

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 Not Offered via DocuSign

Jaye Athy
 jathy@alachuacounty.us
 Procurement Specialist
 Alachua County Board of County Commissioners
 Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Completed	Security Checked	3/11/2021 9:41:01 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Alachua County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mguidry@alachuacounty.us

To advise Alachua County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mguidry@alachuacounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Alachua County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Alachua County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mguidry@alachuacounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.