

**AGREEMENT BETWEEN ALACHUA COUNTY &
CREATIVE CONCRETE DESIGN OF COLUMBIA COUNTY, INC.
FOR ANNUAL ASPHALT CONCRETE SURFACING SERVICES
NO. 13740**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Creative Concrete Design of Columbia County Inc., a Florida Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued an ITB 23-07 seeking qualified firms or individuals to provide Alachua County Annual Asphalt Concrete Surfacing Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as a top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

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

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Alachua County Annual Asphalt Concrete Surfacing Services, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective upon execution (“effective date”), and continues until the September 30, 2024, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional one-year term at the same terms and conditions outlined herein.
4. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
 - C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
 - D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and

consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed **One Million, Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00)** (“NTE amount”) for the initial term of this Agreement. If County enters into a renewal term with Contractor, the Parties agree that the amount to be paid to Contractor for the Services will not exceed **One Million, Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)** (“NTE amount”) for the additional one-year term. Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed, and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. 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, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:
- Public Works Contracts and Design Manager
5620 NW 120th Lane
Gainesville, FL 32653
jflegert@alachuacounty.us
- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. 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. Continuation of this Agreement beyond the term or the end of any County 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.

- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.
7. **Insurance**. Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.
8. **County Property**. Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.
9. **Deliverables**. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County’s review of the deliverables in no way diminishes the Contractor’s representations pertaining to the deliverables.
10. **Permits**. Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.
11. **Alachua County Minimum Wage**. If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “4”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$18.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. 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 Services not performed.

13. **Indemnification. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND**

ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Creative Concrete Design of Columbia County
Inc.
161 SW Covey Court
Lake City, Florida 32025
(386) 487-5402
justin.ccdf@outlook.com

To County:

Public Works
5620 NW 120th Lane
Gainesville, FL 32653
(352) 548-1218
jflegert@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. 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 at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.

3. 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 the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some 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 Florida's public record laws. 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 Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate,

handle, respond to, and defend, 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 attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

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

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. 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.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of

the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. 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 during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this 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 this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

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

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, 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.

P. 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 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.

Q. Severability and Ambiguity. It is understood and agreed by the Parties 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(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. 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. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, 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.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair

Board of County Commissioners

Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

DocuSigned by:
APPROVED AS TO FORM
Diana Johnson
9E797AC46776481...

Alachua County Attorney's Office

CONTRACTOR

DocuSigned by:
Justin Peeler
By: _____
76C04B083CDB4C6...
Print: Justin Peeler
Title: Owner
Date: 2/17/2023

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

Exhibit 1: Scope of Services/Work

1.1 Superpave Asphalt Concrete & Asphalt Concrete Friction Course Specifications

1.1.1 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 an HMA mix that meets the requirements of this specification

334-1.2 Asphalt Work Mix Categories

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

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

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

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

334-1.3 Mix Types

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

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

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

334-1.4 Gradation Classification

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

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

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

334-1.5 Thickness

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

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

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

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

334-5.3 Mix Temperature

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

334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and

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

334-5.5 Preparation of Surfaces Prior to Paving

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

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

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

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

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

334-5.6 Placing Mixture

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

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

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

334-5.6.4 Hand Spreading: In limited areas where the use of the spreader is

impossible or impracticable, spread and finish the mixture by hand.

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

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

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

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

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

334-5.7 Leveling Courses

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

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

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

334-5.8 Compaction

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

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

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

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

334-5.9 Joints

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

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

334-5.10 Surface Requirements

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

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

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

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

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

334-5.10.3.1 Straightedge Testing:

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

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

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing

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

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

334-6 Acceptance of the Mixture

334-6.1 General

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

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

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

334-6.2 Certification by the Contractor

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

334-6.3 Certification and Process Control Testing by the Contractor

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

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_s

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.

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 G _{mm}

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 lbs 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.

- 1.1.2 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: Rate Schedule



Alachua County, Florida
Procurement
Darryl R. Kight, Interim Procurement Manager
County Administration Building, Gainesville, FL 32601

PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-07-TW

Annual Asphalt Concrete Surfacing Services for Alachua County

RESPONSE DEADLINE: October 12, 2022 at 2:00 pm

Report Generated: Thursday, February 9, 2023

Creative Concrete Design of Columbia County Inc. Proposal

CONTACT INFORMATION

Company:

Creative Concrete Design of Columbia County Inc.

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justin.ccdf@outlook.com

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Justin Peeler

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Lake City, FL 32025

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Website:

N/A

Submission Date:

Oct 12, 2022 12:59 PM

PROPOSAL DOCUMENT REPORT
 ITB No. ITB 23-07-TW
 Annual Asphalt Concrete Surfacing Services for Alachua County

PRICE TABLES

ASPHALT WORK CATEGORY 1

Type SP-9.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
1	Zone 1	0 - 150	\$450.50
2	Zone 1	151 - 250	\$449.50
3	Zone 1	251 -500	\$448.50
4	Zone 1	over 500	\$447.50
ZONE 2 (20.1 - 30 Miles)			
5	Zone 2	0 - 150	\$452.50
6	Zone 2	151 - 250	\$451.50
7	Zone 2	251 - 500	\$450.50
8	Zone 2	over 500	\$449.50

PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-07-TW

Annual Asphalt Concrete Surfacing Services for Alachua County

ASPHALT WORK CATEGORY 1

Type SP-12.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 1: Includes the construction of bike paths and miscellaneous asphalt

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
9	Zone 1	0 - 150	\$450.50
10	Zone 1	151 - 250	\$449.50
11	Zone 1	251 - 500	\$448.50
12	Zone 1	over 500	\$447.50
ZONE 2 (20.1 - 30 Miles)			
13	Zone 2	0 - 150	\$452.50
14	Zone 2	151 - 250	\$451.50
15	Zone 2	251 - 500	\$450.50
16	Zone 2	over 500	\$449.50

PROPOSAL DOCUMENT REPORT

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ASPHALT WORK CATEGORY 2

Type SP-9.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
17	Zone 1	0 - 150	\$208.00
18	Zone 1	151 - 250	\$206.00
19	Zone 1	251 - 500	\$204.00
20	Zone 1	over 500	\$202.00
ZONE 2 (20.1 - 30 Miles)			
21	Zone 2	0 - 150	\$210.00
22	Zone 2	151 - 250	\$208.00
23	Zone 2	251 - 500	\$206.00
24	Zone 2	over 500	\$204.00

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Annual Asphalt Concrete Surfacing Services for Alachua County

ASPHALT WORK CATEGORY 2

Type SP-12.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
25	Zone 1	0 - 150	\$208.00
26	Zone 1	151 - 250	\$206.00
27	Zone 1	251 - 500	\$204.00
28	Zone 1	over 500	\$202.00
ZONE 2 (20.1 - 30 Miles)			
29	Zone 2	0 - 150	\$210.00
30	Zone 2	151 - 250	\$208.00
31	Zone 2	251 - 500	\$206.00
32	Zone 2	over 500	\$204.00

PROPOSAL DOCUMENT REPORT

Invitation To Bid - Annual Asphalt Concrete Surfacing Services for Alachua County

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PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-07-TW

Annual Asphalt Concrete Surfacing Services for Alachua County

ASPHALT WORK CATEGORY 2

Type FC-9.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
33	Zone 1	0 - 150	\$208.00
34	Zone 1	151 - 250	\$206.00
35	Zone 1	251 - 500	\$204.00
36	Zone 1	over 500	\$202.00
ZONE 2 (20.1 - 30 Miles)			
37	Zone 2	0 - 150	\$210.00
38	Zone 2	151 - 250	\$208.00
39	Zone 2	251 - 500	\$206.00
40	Zone 2	over 500	\$204.00

PROPOSAL DOCUMENT REPORT

Invitation To Bid - Annual Asphalt Concrete Surfacing Services for Alachua County

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PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-07-TW

Annual Asphalt Concrete Surfacing Services for Alachua County

ASPHALT WORK CATEGORY 2

Type FC-12.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
41	Zone 1	0 - 150	\$208.00
42	Zone 1	151 - 250	\$206.00
43	Zone 1	251 - 500	\$204.00
44	Zone 1	over 500	\$202.00
ZONE 2 (20.1 - 30 Miles)			
45	Zone 2	0 - 150	\$210.00
46	Zone 2	151 - 250	\$208.00
47	Zone 2	251 - 500	\$206.00
48	Zone 2	over 500	\$204.00

PROPOSAL DOCUMENT REPORT

Invitation To Bid - Annual Asphalt Concrete Surfacing Services for Alachua County

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PROPOSAL DOCUMENT REPORT

ITB No. ITB 23-07-TW

Annual Asphalt Concrete Surfacing Services for Alachua County

ASPHALT WORK CATEGORY 2

Type SP-9.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
49	Zone 1	0 - 150	\$214.00
50	Zone 1	151 - 250	\$212.00
51	Zone 1	251 - 500	\$210.00
52	Zone 1	over 500	\$209.00
ZONE 2 (20.1 - 30 Miles)			
53	Zone 2	0 - 150	\$216.00
54	Zone 2	151 - 250	\$214.00
55	Zone 2	251 - 500	\$212.00
56	Zone 2	over 500	\$210.00

PROPOSAL DOCUMENT REPORT

Invitation To Bid - Annual Asphalt Concrete Surfacing Services for Alachua County

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ASPHALT WORK CATEGORY 2

Type SP-12.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
57	Zone 1	0 - 150	\$214.00
58	Zone 1	151 - 250	\$212.00
59	Zone 1	251 - 500	\$210.00
60	Zone 1	over 500	\$209.00
ZONE 2 (20.1 - 30 Miles)			
61	Zone 2	0 - 150	\$216.00
62	Zone 2	151 - 250	\$214.00
63	Zone 2	251 - 500	\$212.00
64	Zone 2	over 500	\$210.00

ASPHALT WORK CATEGORY 2

Type FC-9.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
65	Zone 1	0 - 150	\$214.00
66	Zone 1	151 - 250	\$212.00
67	Zone 1	251 - 500	\$210.00
68	Zone 1	over 500	\$209.00
ZONE 2 (20.1 - 30 Miles)			
69	Zone 2	0 - 150	\$216.00
70	Zone 2	151 - 250	\$214.00
71	Zone 2	251 - 500	\$212.00
72	Zone 2	over 500	\$210.00

ASPHALT WORK CATEGORY 2

Type FC-12.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 2: Includes the construction of new HMA turn lanes, paved shoulders and other non-mainline pavement locations.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
73	Zone 1	0 - 150	\$214.00
74	Zone 1	151 - 250	\$212.00
75	Zone 1	251 -500	\$210.00
76	Zone 1	over 500	\$209.00
ZONE 2 (20.1 - 30 Miles)			
77	Zone 2	0 - 150	\$216.00
78	Zone 2	151 - 250	\$214.00
79	Zone 2	251 - 500	\$212.00
80	Zone 2	over 500	\$210.00

ASPHALT WORK CATEGORY 3

Type SP-9.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
81	Zone 1	0 - 150	\$193.50
82	Zone 1	151 - 250	\$191.50
83	Zone 1	251 -500	\$189.50
84	Zone 1	over 500	\$187.50
ZONE 2 (20.1 - 30 Miles)			
85	Zone 2	0 - 150	\$195.50
86	Zone 2	151 - 250	\$193.50
87	Zone 2	251 - 500	\$191.50
88	Zone 2	over 500	\$189.50

ASPHALT WORK CATEGORY 3

Type SP-12.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
89	Zone 1	0 - 150	\$193.50
90	Zone 1	151 - 250	\$191.50
91	Zone 1	251 -500	\$189.50
92	Zone 1	over 500	\$187.50
ZONE 2 (20.1 - 30 Miles)			
93	Zone 2	0 - 150	\$195.50
94	Zone 2	151 - 250	\$193.50
95	Zone 2	251 - 500	\$191.50
96	Zone 2	over 500	\$189.50

ASPHALT WORK CATEGORY 3

Type FC-9.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
97	Zone 1	0 - 150	\$193.50
98	Zone 1	151 - 250	\$191.50
99	Zone 1	251 -500	\$189.50
100	Zone 1	over 500	\$187.50
ZONE 2 (20.1 - 30 Miles)			
101	Zone 2	0 - 150	\$195.50
102	Zone 2	151 - 250	\$193.50
103	Zone 2	251 - 500	\$191.50
104	Zone 2	over 500	\$189.50

ASPHALT WORK CATEGORY 3

Type FC-12.5 Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
105	Zone 1	0 - 150	\$193.50
106	Zone 1	151 - 250	\$191.50
107	Zone 1	251 - 500	\$189.50
108	Zone 1	over 500	\$187.50
ZONE 2 (20.1 - 30 Miles)			
109	Zone 2	0 - 150	\$195.50
110	Zone 2	151 - 250	\$193.50
111	Zone 2	251 - 500	\$191.50
112	Zone 2	over 500	\$189.50

ASPHALT WORK CATEGORY 3

Type SP-9.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
113	Zone 1	0 - 150	\$199.50
114	Zone 1	151 - 250	\$197.50
115	Zone 1	251 -500	\$195.50
116	Zone 1	over 500	\$193.50
ZONE 2 (20.1 - 30 Miles)			
117	Zone 2	0 - 150	\$201.50
118	Zone 2	151 - 250	\$199.50
119	Zone 2	251 - 500	\$197.50
120	Zone 2	over 500	\$195.50

ASPHALT WORK CATEGORY 3

Type SP-12.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
121	Zone 1	0 - 150	\$199.50
122	Zone 1	151 - 250	\$197.50
123	Zone 1	251 -500	\$195.50
124	Zone 1	over 500	\$193.50
ZONE 2 (20.1 - 30 Miles)			
125	Zone 2	0 - 150	\$201.50
126	Zone 2	151 - 250	\$199.50
127	Zone 2	251 - 500	\$197.50
128	Zone 2	over 500	\$195.50

ASPHALT WORK CATEGORY 3

Type FC-9.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
129	Zone 1	0 - 150	\$199.50
130	Zone 1	151 - 250	\$197.50
131	Zone 1	251 -500	\$195.50
132	Zone 1	over 500	\$193.50
ZONE 2 (20.1 - 30 Miles)			
133	Zone 2	0 - 150	\$201.50
134	Zone 2	151 - 250	\$199.50
135	Zone 2	251 - 500	\$197.50
136	Zone 2	over 500	\$195.50

ASPHALT WORK CATEGORY 3

Type FC-12.5 (PG76-22) Asphaltic Concrete, Cost (\$) per Ton - Asphalt Work Category 3: Includes the construction of new mainline HMA pavement lanes, milling and resurfacing.

Line Item	Zone	Tons	Unit Cost
ZONE 1 (0 - 20 Miles)			
137	Zone 1	0 - 150	\$199.50
138	Zone 1	151 - 250	\$197.50
139	Zone 1	251 -500	\$195.50
140	Zone 1	over 500	\$193.50
ZONE 2 (20.1 - 30 Miles)			
141	Zone 2	0 - 150	\$201.50
142	Zone 2	151 - 250	\$199.50
143	Zone 2	251 - 500	\$197.50
144	Zone 2	over 500	\$195.50

SUBCONTRACTED WORK

Percent mark-up for subcontracted work for items quoted under awarded agreement.

Line Item	Zone	Unit of Measure	Percentage
145	Zone 1	LS	0%
146	Zone 2	LS	0%

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.

- A. **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.
- B. **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.
- C. **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.
- D. **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:
 - 1. Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.
 - 2. When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the
 - 3. National Flood Insurance Program.
- E. **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
- F. **OTHER INSURANCE PROVISIONS:** The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. 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.
 - 2. All Coverages: The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract


(original if contact is renewed) or prior.

- G. **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

Email certificate to : Public Works - jflegert@alachuacounty.us

Exhibit 3-A: Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/16/2023		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>						
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Wiley's Insurance Inc. 483 S Marlon Ave Lake City FL 32025-5274		CONTACT NAME: JUSTIN PEELER PHONE (A/C, No, Ext): 3864875402 FAX (A/C, No): 386-752-2102 E-MAIL ADDRESS: joei@wileysinsurance.net				
INSURED CREATIVE CONCRETE DESIGN OF COLUMBIA CO, INC PO Box 1149 Lake City FL 32056		INSURER(S) AFFORDING COVERAGE INSURER A : AUTO OWNERS INSURER B : AUTO OWNERS INSURER C : RETAILFIRST INS. COM INSURER D : INSURER E : INSURER F :		NAIC #		
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:	Y	78528828	06/20/2022	06/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	49-730421-01	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	520-58513	12/04/2022	12/04/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 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. 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. The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation.</p>						
CERTIFICATE HOLDER				CANCELLATION		
ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS 12 SE 1st St Gainesville FL 32601				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wiley S Hunter		

ACORD 25 (2016/03)

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Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Alachua County Annual Asphalt Concrete Surfacing Services

Contract No. 13740

ITB No. 23-07

The undersigned, who is authorized on behalf of the Contractor, 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 the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Creative Concrete Design of Columbia County Inc.
161 SW Covey Court
Lake City, Florida 32025
(386) 487-5402
justin.ccdf@outlook.com

CONTRACTOR:

Justin Peeler
By: 76C94B083CDB4C6...
Print: Justin Peeler
Title: owner
Date: 2/17/2023

Certificate Of Completion

Envelope Id: 2A8FC3BC189E4AC38218BC61D28E358C	Status: Completed
Subject: Complete with DocuSign: 13740 - Annual Asphalt Concrete Surfacing Services Alachua County	
Source Envelope:	
Document Pages: 45	Signatures: 3
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

Record Tracking

Status: Original 2/17/2023 9:39:16 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Justin Peeler
Justin.ccdf@outlook.com
Owner

Creative Concrete Design of Columbia County Inc.
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Justin Peeler
76C94B083CDB4C6...

Signature Adoption: Pre-selected Style
Using IP Address: 76.106.176.231

Timestamp

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Viewed: 2/17/2023 10:21:51 AM
Signed: 2/17/2023 2:33:26 PM

Electronic Record and Signature Disclosure:
Accepted: 2/17/2023 10:21:51 AM
ID: 8ef0ad55-53e0-4edb-b60b-2b39827f67d4

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)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED

Sent: 2/17/2023 9:42:56 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Signing Complete	Security Checked	2/17/2023 2:33:26 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/17/2023 2:33:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Certificate Of Completion

Envelope Id: 9F34227DCE9649749F82AB9BD974288C	Status: Completed
Subject: Complete with DocuSign: 13740 - Annual Asphalt Concrete Surfacing Services with Creative Concre...	
Source Envelope:	
Document Pages: 50	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Michelle Guidry
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	mguidry@alachuacounty.us
	IP Address: 163.120.80.69

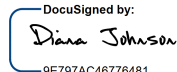
Record Tracking

Status: Original 2/20/2023 9:54:29 AM	Holder: Michelle Guidry mguidry@alachuacounty.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

Signer Events

Diana Johnson
dmjohnson@alachuacounty.us
CountyAttyOffice
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

9E797AC46776481...
Signature Adoption: Pre-selected Style
Using IP Address: 163.120.80.11

Timestamp

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Viewed: 2/20/2023 2:24:59 PM
Signed: 2/20/2023 2:37:56 PM

Electronic Record and Signature Disclosure:

Accepted: 2/20/2023 2:24:59 PM
ID: c46ff6a2-f162-4a1b-a5e1-472d97f9568a

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: 2/20/2023 2:37:59 PM

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	2/20/2023 2:24:59 PM
Signing Complete	Security Checked	2/20/2023 2:37:56 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	2/20/2023 2:37:59 PM
Payment Events	Status	Timestamps
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.