

**CONTRACTUAL SERVICES AGREEMENT NO. 11524 WITH FOUNDATION SERVICES OF  
CENTRAL FLORIDA INC., FOR ANNUAL SUBSURFACE INJECTION AND GROUT  
SERVICES**

This Agreement is entered into this 13<sup>th</sup> day of October, 2020 between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and FOUNDATION SERVICES OF CENTRAL FLORIDA, INC., a Florida profit corporation with a principal business address of 4265 NW 44<sup>th</sup> Avenue, Ocala, FL 34482 hereinafter referred to as "Contractor". Hereinafter, the County and Contractor are collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, the County issued Bid #20-230 seeking contractors to furnish Annual Subsurface Injection and Grout Services, in Alachua County, Florida; and

**WHEREAS**, after evaluating and considering all timely responses to Bid #20-230, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, the County desires to employ the Contractor to provide the services described in Bid #20-230 and the Contractor desires to provide such services to the County in accordance with the terms and conditions set forth herein.

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

**1. Term.**

1.1. This Agreement is effective upon execution by both Parties and continuing through September 30, 2021 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for one (1) additional one (1) year period at the same terms and conditions outlined herein.

1.2. The County's performance and obligation to pay under this Agreement is contingent upon a

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

**2. Duties of the Contractor.**

2.1. The Contractor shall conduct **Annual Subsurface Injection and Grout Services** as detailed in **Exhibit "1."**

2.2. The County reserves the option to add additional services within the scope of the Bid #20-230. Such services shall be approved by Alachua County Procurement and authorized in the form of a Work Order per Paragraph 6 of this Agreement.

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

3.1. The Contractor is a professional qualified to perform the services described.

3.2. The Contractor warrants all the work performed by the Contractor will be adequate and sufficient to meet the requirements and accomplish the purposes of the Agreement.

3.3. The Contractor acknowledges and agrees that the County's review or inspection of the work performed by Contractor shall not constitute acceptance of defective or deficient work, and shall in no way diminish the Contractor obligations to perform the work in full compliance with the requirements of this Agreement nor shall it diminish Contractor's warranty pertaining to the work.

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

4.1. For the purposes of this Agreement, a fiscal year shall mean the period of October 1<sup>st</sup> through September 30<sup>th</sup>. The Contractor shall be paid an annual sum the shall NOT exceed Five Hundred Thousand Dollars and zero cents (\$500,000.00) per fiscal year for work performed under this Agreement. The Contractor shall invoice the County in accordance with the prices set forth

in **Exhibit 2.**

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

Department Director  
Alachua County Public Works Department  
5620 NW 120<sup>th</sup> LN  
Gainesville, FL 32653

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

FOUNDATION SERVICES OF CENTRAL FLORIDA, INC.  
PO BOX 2463  
OCALA, FL, 34478

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

## **5. Alachua County Minimum Wage**

- 5.1. The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.
- 5.2. Current required Alachua County Government Minimum Wage is \$14.00 per hour when health benefits are provided at the equivalent value of \$2.17 per hour and \$16.17 when health benefits are not provided (collectively, the "Minimum Wage").
- 5.3. The County may amend the applicable Minimum Wage on or before October 1st of each year.
- 5.4. The Contractor/Professional shall provide certification, the form of which is attached hereto as **Exhibit 3**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.
- 5.5. The Contractor/Professional shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor/Professional is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.
- 5.6. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.
- 5.7. The Contractor/Professional will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor/professional and subcontractor.

6. **Duties of the County**. The County shall provide authorization for the execution of the work in the following manner:

- 6.1. The County shall provide authorization for performance of Work by the Contractor under this Agreement in the form of written Work Orders issued and executed by the County and signed by the Contractor. The Work Order shall specify the requested dates for the work to be performed and estimated value of the work. Work will be scheduled by the Contractor in a reasonable period of time, compatible with the Contractors scheduled. A form Work Order is attached hereto as **Exhibit "4A"**.
- 6.2 Change Orders to existing Work Orders will be authorized by a Work Order Change Order **Exhibit "4-B"**.
- 6.3 The Public Works Director or his specified designee is authorized to initiate and sign Work Orders and amendments and modifications to Work Orders ("Change Orders") on behalf of the County provided that the compensation to be paid to the Contractor for all Work Orders and Change Orders issued by the County shall not exceed the Annual Contract Price set forth in Paragraph 4 of this Agreement.
7. **Scheduling of Work:** Business hours shall be defined as any work shift Monday thru Friday between the hours of 7 am and 7 pm. Non-business hours shall be defined as any work shift Monday thru Friday between the hours of 7 pm and 7 am, including Saturday and Sunday. Work may be performed during non-business hours or on weekends as deemed necessary by the County.

**8. Performance and Payment Bonds**

- 8.1. Prior to the issuance of a Work Order for non-emergency work, the Contractor shall provide the County with Payment and Performance Bonds, in the forms prescribed as **Exhibits 5 & 6**, in the amount of 100% of the assigned work, the costs of which are to be paid by the Contractor.
- 8.2. If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and County's approval.
- 8.3. In accordance with the requirements of §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the County at least five (5) days prior to performing any Work under this Agreement. The Contractor shall not perform any Work under this Agreement prior to recording said bonds. The timely delivery of the certified

copy of the recorded Performance and Payment Bonds is a condition precedent to County's obligation to make any payments to the Contractor hereunder.

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

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

County:

Department Director  
Alachua County Public Works Department  
5620 NW 120<sup>th</sup> LN  
Gainesville, FL 32653

Contractor:

FOUNDATION SERVICES OF CENTRAL FLORIDA, INC.  
PO BOX 2463  
OCALA, FL 34478

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

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

And

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts

#### **10. Default and Termination.**

- 10.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Director of Public Works is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Contractor.
- 10.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Contractor will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Contractor's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the

Work not performed.

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

## **11. Project Records**

### **11.1. General Provisions:**

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

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

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



## 12.2 Confidential Information

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

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

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

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

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) PHONE (352) 384-3132 Address 12 SE 1<sup>st</sup> Street, Gainesville, FL 32601**

12. **Insurance.** The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "7"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "7-A"**

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

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

#### **15. INDEMNIFICATION**

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

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

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

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

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

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

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

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

19. **Collusion**. By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
20. **Conflict of Interest**. The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
21. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.
22. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.
23. **Non Waiver**. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
24. **Governing Law and Venue**. This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue shall be in Alachua County, Florida.
25. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
26. **Amendments**. The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties.
27. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
28. **Construction**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties.


29. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
30. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
31. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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

**ALACHUA COUNTY, FLORIDA**

By:   
Robert Hutchinson, Chair  
Board of County Commissioners  
Date: 10/13/2020


**ATTEST**

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


**APPROVED AS TO FORM**

  
Alachua County Attorney's Office

**WITNESS (By Corporate Officer)**

By:   
Print: Sidney R Stephenson  
Title: GM/Owner

**CONTRACTOR**

By:   
Print: Darryl Hampy  
Title: President/Owner  
Date: 06/23/2020

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

## **EXHIBIT 1: SCOPE OF SERVICES**

### **1.0 SCOPE**

All work specified shall be in accordance with the Florida Department of Transportation (FDOT) Standard Specifications for Road & Bridge Construction (July 2019) – Divisions II and III as amended by these specifications. Scope shall include any and all methods of subsurface repairs. Work will be performed at various locations within Alachua County. Work shall include Maintenance of Traffic in accordance with FDOT Standard Plans (FY19-20) and the Manual on Uniform Traffic Control Devices.

#### **1.1 Traffic Control**

- 1.1.1 The Contractor shall provide necessary traffic control in conformance with FDOT Standard Plans (FY 19-20), during the conduct of any work requested by the County under this contract. The cost of traffic control shall be bid in accordance with the bid form.

#### **1.2 Shallow Subsurface Injection**

##### **1.2.1 General:**

- 1.2.1.1 Furnish and inject polyurethane grout to fill voids, seal drainage structures, seal nonstructural wall openings, lift roadway panels, lift approach slabs, and correct pavement alignment issues at the locations shown in a work order or as directed by the County. Furnish all labor, equipment and materials required to inject expansive one or two-part polyurethane.
- 1.2.1.2 With each work order, review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the injection operation is the sole responsibility of the contractor. Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the work.

##### **1.2.2 Personnel Requirements:**

- 1.2.2.1 The on-site superintendent supervising polyurethane injection must have

at least three years of verifiable experience in polyurethane injection. Provide documentation of each project successfully completed, listing the project name and location, name of contracting party with current contact number, a brief description of the work, and dates of completion.

1.2.2.2 Prior to the start any work, submit the Contractor and superintendent qualifications to the County for approval.

### 1.2.3 **Materials.**

1.2.3.1 **One Component Polyurethane:** Use a one component high density polyurethane grout, meeting the following requirements, that upon injection reacts with moisture for rapid expansion and curing to create a watertight mass.

1.2.3.1.1 **Viscosity:** The material must have a viscosity of 110 to 130 centipoise (cP) at 20°C to 25°C.

1.2.3.1.2 **Compressive and Tensile Strength:** The material must have a minimum cured compressive strength of 600 psi in accordance with ASTM C39 (with fine sand and without conditioning), a minimum cured tensile strength of 40 psi in accordance with ASTM D1623 or ASTM D3574, and no shrinkage in accordance with ASTM D1042 or ASTM D756.

1.2.3.1.3 **Cure Time:** The material must achieve a minimum compressive strength of 400 psi within 30 minutes. If work is performed within the travel lane, traffic must be safely restored within 30 minutes after the last injection of material.

1.2.3.1.4 **Performance in Water:** Ensure the cured material is not affected by the presence of excess water.

1.2.3.1.5 **Certification:** Submit a manufacturer's certification that the material meets the requirements of this Specification to the County.

1.2.3.1.6 **Alternate Formulations:** Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the requirements above. Submit the manufacturer's certification for the alternate formulation to the



County for approval.

**1.2.3.2 Two Component Polyurethane:** Use a two component closed cell, hydro-insensitive, high density polyurethane system that upon injection results in rapid expansion and curing.

**1.2.3.2.1 Apparent Density:** The material must have an apparent overall density of 4.7 pounds per cubic foot to 6.5 pounds per cubic foot, tested in accordance with ASTM D1622 (without conditioning).

**1.2.3.2.2 Compressive Strength:** The material must have a minimum cured compressive strength of 75 psi tested in accordance ASTM D1621 (without conditioning).

**1.2.3.2.3 Cure Time:** The material must achieve a minimum compressive strength of 60 psi within 30 minutes. Traffic, if work is performed within the travel lane, must be safely restored within 30 minutes after the last injection of material.

**1.2.3.2.4 Performance in Water:** Ensure the injected material is not affected by the presence of excess water.

**1.2.3.2.5 Certification:** Submit a manufacturer's certification that the material meets the requirements of this Specification to the County.

**1.2.3.2.6 Alternate Formulations:** Certain situations may necessitate the use of polyurethane formulations that provide physical characteristics exceeding the requirements above. Submit the manufacturer's certification for the alternate formulation to the Engineer for approval.

#### **1.2.4 Equipment:**

**1.2.4.1** Provide mobile injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the injection operations. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Use equipment with a certified flow meter or

volumetric measurement device having a visual readout to measure the amount of material injected at each location. Provide a certification for the metering device to the County.

- 1.2.4.2 Use equipment with pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane materials. Ensure the equipment properly mixes two component materials when two component polyurethane materials are injected.
- 1.2.4.3 Use drilling equipment capable of drilling the required diameter injection holes through concrete, pavement or other masonry materials as shown in the Work Order without damaging the integrity of the existing structure.
- 1.2.4.4 Use laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile.
- 1.2.4.5 Provide all necessary equipment such as light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

## **1.2.5 Construction Requirements.**

- 1.2.5.1 **Pre-Construction Submittals:** Upon approval of the Contractor's qualifications, submit the following information to the County for review and approval prior to performing any work:
  - 1.2.5.1.1 The proposed start date and duration of the project sequence.
  - 1.2.5.1.2 The type and size of all equipment to be used. Describe the methods to be used to achieve the requirements of this Specification.
  - 1.2.5.1.3 The materials to be used and anticipated injection rate.
  - 1.2.5.1.4 A description of construction methods to be used for site preparation, including the methods for measurement concerning slab lifting requirements, clearing of debris and a preconstruction survey documenting existing cracks/damage to

concrete curb and gutters or adjacent structures.

- 1.2.5.1.5 A description of construction methods to be used to perform the injection of the polyurethane with a detailed sequence of injection operations.
- 1.2.5.1.6 Manufacturer's technical data sheet verifying that the polyurethane materials meet all requirements this Specification, including the densities (in pounds per gallon) of each individual component (resin and activator) of any two part polyurethane materials.
- 1.2.5.1.7 Certification for the metering device or the Contractor's plan for measuring the material.
- 1.2.5.1.8 Proposed plan to monitor inside subsurface drainage structures during injection and to prevent excessive polyurethane migration into any existing drainage structures.

**1.2.5.2 Pavement Profile:** Prepare a pavement and structure profile from laser level measurements of each area to document pre-existing conditions to ensure movement does not exceed 1/16 inch of the final planned elevation during the injection operations. Prior to beginning any work, submit a report documenting this inspection and the recorded elevations to the County for approval. Include photographs of the area documenting the location and length of existing cracks. Prior approval of this report will not be required for emergency response work.

**1.2.5.3 Quality Control:** For polyurethane solutions which require mixing or blending of multiple components, perform a daily quality check in the presence of the County, using the flow meters and/or measurement devices, on the ratio of the parts provided by the injection system. Perform a test shot of material from one component source at a time with a minimum of 5 gallons of each material, comparing the output in gallons of resin to the gallons of activator, if applicable (resin material only for one component foam system). Determine the injection ratio for two component systems. If this ratio differs from the approved solution ratio used at the test point locations, check the system for problems, make any necessary adjustments until a proper ratio is achieved. Following these checks and adjustments, and prior to performing the work each day, reset the measurement devices on the pumping units to zero. The County reserves the right to perform compressive strength testing on polyurethane samples.

#### **1.2.5.4 Testing.**

##### **1.2.5.4.1 Pre-Production:**

1.2.5.4.1.1 When pre-production test injection points are shown in the Work Order, complete a pre-production polyurethane injection performance testing program. Prior to the injection at production point locations indicated in the Work Order, determine the rate and amount to be injected to obtain the required improvement. Assess the cure rate for the proposed process by the initial completion of pre-production polyurethane injection performance testing at pre-production test injection points shown in the Plans. Inject at the pre-production test point locations using the proposed materials, injection rates, and processes anticipated for production.

1.2.5.4.1.2 To verify adequate subsurface improvement has been achieved, perform a minimum of two standard penetration test (SPT) soil borings in accordance with ASTM D1586, using safety or automatic hammer) or dynamic cone penetrometer (DCP) soundings in accordance with ASTM D6951, at locations approved by the County. After injection of the test points, locate at least one SPT boring or DCP sounding just outside the injected area and at least one SPT boring or DCP sounding centrally within the test point grid, unless shown otherwise in the Work Order. Use the same equipment for all tests. Submit the results of the SPT borings and DCP soundings, the recommended injection rate and injection cut-off criteria to the County for review and approval prior to proceeding with the production point locations. The County may require additional SPT borings or DCP soundings; the County shall fund any additional testing.

1.2.5.4.1.3 Do not adjust the polyurethane components, ratios or injection processes during production point injection without the approval of the County.

#### 1.2.5.4.2 **Post-Production:**

- 1.2.5.4.2.1 Additional subsurface testing, performed using SPT soil borings or DCP soundings, may be required as directed by the County on each project lane to confirm existing subgrade soil conditions based upon available subsurface information, at the County's expense. The County may require access holes to be drilled to allow the insertion of video equipment to assess the size of existing voids at the Contractor's expense.
- 1.2.5.4.2.2 Inject the material gradually to avoid excessive force build up. If the movements exceed 1/16 inch beyond the desired profile, take corrective actions to stop the movement and perform repairs. Immediately notify the County if signs of damage are observed, such as new cracks in the pavement, increased size of existing cracks, or separation of joints in paved and unpaved surfaces. Repair any damage to the concrete slab/pavement, adjacent structures, gutters, and shoulders resulting from the injection operations to the satisfaction of the County, and at no cost to the County.
- 1.2.5.4.2.3 Remove any excess polyurethane material extruding from cracks or the drilled holes. Seal the drilled holes to the full depth of the slab section with cement grout.
- 1.2.5.4.2.4 Allow the polyurethane material to cure before allowing traffic on to approach slabs adjusted by polyurethane injection.
- 1.2.5.4.3 **Faulted Joints:** For undersealing and leveling of faulted joints of concrete pavement, inject to fill any void in the sub-base. When the void is filled and the area is stabilized, begin lifting and realigning panels to proper grade for ride improvement.
- 1.2.5.4.4 **Drainable Bases:** Ensure the material does not enter the drainable base. For stabilization of pavement with a drainable base, place injection tubes approximately 24 inches below the bottom of the drainable base. Inject the material to stabilize the

subgrade and then move the subbase and base material up, compressing it against the bottom of the pavement, returning the pavement to near its original grade.

**1.2.5.4.5 Lifting:**

1.2.5.4.5.1 In some situations for lifting, the subgrade will need to be stabilized. When stabilization is required, an injection depth will be determined by the Contractor and approved by the County, but will not be at a depth greater than 3 feet below the pavement base. Inject the material until the dip in the pavement is removed and the pavement or structure is brought to the desired grade.

1.2.5.4.5.2 If stabilization is not necessary, the injection depth will be 12 or more inches below the pavement base to fill the void and lift the pavement or structure to the desired grade.

1.2.5.4.6 **Sleeper Slabs:** For bridge approach slabs that have sleeper support slabs, drill all holes, fully sleeved by tubes, into the base soils to prevent any injection of polyurethane between the sleeper slab and the pavement. Insert injection tubes to a minimum depth of 4 to 5 feet and a minimum depth of 1 to 2 feet below the bottom of the sleeper slab. Inject the material through each tube until the soils are stabilized as evident when movement of the pavement is detected. Continue to inject material beneath the sleeper slab to lift the sleeper slab and pavement together to the desired grade.

1.2.5.4.7 **Edgedrains:** If edgedrains are present, keep all injections within 4 feet of the edgedrain and at least 18 inches below the bottom of the edgedrain.

1.2.5.4.8 **Punch Outs:** Prior to replacement of short sections of concrete or asphalt (punch-outs) where base and subbase are suspected as contributing to the pavement failure, perform injections to stabilize the base and subbase to avoid cutout and removal of base and subbase. Ensure removal of the existing pavement does not disturb the tubes or the newly stabilized base and subbase. After removal of the pavement, cut the tubes off at the

top of the base material.

1.2.5.4.9 **Blowouts:** Take responsibility for any pavement blowouts, excessive pavement lifting, pavement damage or exacerbation of misalignment that may occur as a result of the work. If movement exceeds 1/16 inch beyond the desired movement, take corrective actions to stop the movement. Repair the area to the satisfaction of the County and at no cost to the County.

1.2.5.4.10 **Storm Drains:** For lifting, sealing and filling of voids around storm drains including pipe, manholes and other built structures, submit a plan of action to the County for approval. Prior to performing work, evaluate the integrity of the pipe and storm drain system through inspection, either visual or by remote camera, to determine the correct placement of polyurethane. Perform post installation evaluation of the work by similar means. The County will provide personnel and equipment to remote camera the facilities if required. Ensure that any injected material entering the storm drain system during the installation work is removed and disposed of accordingly.

1.2.5.4.11 **Water Control Structures:** For void filling and sealing of water control structures, culverts and sea walls, submit a plan of action to the County for approval. Base the plan of action on the specific situation and propose the injection spacing, elevations, quantities and desired result.

1.2.6 **Report:** Submit a report to the County documenting the polyurethane material injection and instrumentation. Provide before and after photos of the project, a diagram of injection ports, injection volumes per port, problems encountered during construction, resolutions made, and certification testing results in the report. Include pavement profiles before and after injection, document whether the transition at joints are smooth, and whether there are additional cracks in the pavement. Submit the report prior to final acceptance of the project. In addition, supply as built injection drawings and grade readings within 5 days of completing the project.

#### 1.2.7 **Method of Measurement:**

1.2.7.1 For single component polyurethane, the quantity to be paid will be the volume (in gallons) of material authorized, injected, and accepted.

1.2.7.2 For two component polyurethane mixes, the quantity to be paid will be the weight, in pounds, of material authorized, injected, and accepted. Multiply the volume (in gallons) of resin by the resin density to determine the weight of resin. Multiply the volume (in gallons) of activator by the activator density to determine the weight of activator. Add the weights of resin and activator to determine the total weight.

1.2.7.3 Include the quantity of material used for pre-production testing in the quantity of single component or two component polyurethane injection, as appropriate.

**1.2.8 Basis of Payment:**

1.2.8.1 Price and payment will be full compensation for all work specified in the scope of services including furnishing all labor, materials, tools, equipment, testing, and incidentals necessary to complete the work. Payment shall be made in accordance with the bid schedule.

1.2.8.2 Additional payment for remobilization may be made only where Contractor was authorized by the County to demobilize from the site and not as a result of variations in the scope or quantity of the injection program or time of performance.



### 1.3 Subsurface Grouting

#### 1.3.1 **General:**

1.3.1.1 Furnish and inject low slump pressure grout to compact, fill, density or improve loose soils and/or fill void space at the locations shown in a work order or as directed by the County. Furnish all labor, equipment and materials required to inject, under pressure, sand-cement or cement slurry grout. Grouting, includes the placement of grout injection pipes at locations identified in the work order.

1.3.1.2 With each work order, review the available subsurface information and visit the site to assess the severity of issue to be corrected, the site geometry, equipment access conditions, and location of existing structures and above ground facilities. Any damage resulting from the grouting operation is the sole responsibility of the contractor. Field locate and verify the location of all utilities in the vicinity of the project site prior to starting the work. Maintain uninterrupted service for all existing utilities throughout the work.

1.3.2 **Materials:** Utilize the grout materials (sand cement, sand cement with calcium chloride or cement slurry) as specified in the work order. Grout materials shall meet all applicable requirements of the FDOT Standard Specifications (July 2019). Provide grout with meeting the slump and compressive strength required by the work order. The County may increase or decrease the slump requirements at the County's discretion.

#### 1.3.3 **Equipment:**

1.3.3.1 Provide mobile injection equipment, including, but not limited to, a pumping unit capable of injecting material to the locations and depths required with electric generating capabilities necessary to support the injection operations. Compaction grout pumps shall have an on-line pressure gauge with range of 50-500 psi. The equipment must be capable of controlling the rate of flow of material to achieve the desired results while minimizing blowback and blowouts. Use equipment with a certified flow meter or volumetric measurement device having a visual readout to measure the amount of material injected at each location. Provide a certification for the metering device to the County.

1.3.3.2 Use drilling equipment capable of drilling the required diameter grouting

holes through concrete, pavement or other masonry materials as shown in the Work Order without damaging the integrity of the existing structure. Equipment used for installation of the grout casing shall have the capability of installing injection pipes on angles, so as to extend grout piping beneath the building/pavement.

1.3.3.3 Use laser levels and target readers, zip levels and other measuring devices capable of monitoring movement at the surface of the pavement or structure to verify that the necessary void filling and improvement has occurred without adversely affecting the existing profile. Provide vertical survey control in the vicinity of each injection point to determine when surface heave has occurred.

1.3.3.4 Provide all necessary equipment such as light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

#### **1.3.4 Construction Requirements.**

##### **1.3.4.1 Injection Point Spacing and Placement:**

1.3.4.1.1 Determine the method of installation of the grout injection pipes (GIP), assuming the risk of any subsidence damage that is deemed to result from the method used. The Primary GIPs should be advanced through the surface and underlying soils to maximum expected depths outline in the work ordering grade, at the locations in the work order. Variation in depth shall be at the direction of the County. GIPs shall not be installed deeper than the work order unless directed by the County.

1.3.4.1.2 Grout injection points (casing) installed deeper than the above prescribed depth without direction of the County shall be re-drilled in an adjacent location under the direct supervision of the County at no charge to the County.

1.3.4.1.3 Dependent upon the installation depth and grout take for the initially planned injection points, additional secondary GIPs may be installed at the direction of the County.

1.3.4.1.4 All changes to the work order in injection pipe spacing, grout delivery pressure, and allowable quantities of grout at a given

depth and location shall be as directed by the County.

- 1.3.4.1.5 The diameter of injection pipes shall be adequate to permit injection of compaction grout. The use of augers for the delivery of grout in lieu of injection pipes is prohibited.
- 1.3.4.1.6 Retain accurate installation records for all types of injection points, including location and depth of injection points, method of installation, and other pertinent data such as difficulties encountered during drilling or pipe driving. The County shall monitor the installation of the GIP to ensure that the goals of the grouting operations are met.
- 1.3.4.1.7 In the event soil subsidence occurs, the County shall be notified immediately so that adequate protection measures can be implemented in order to protect integrity of the structure.

#### **1.3.4.2 Grout Injection Procedures:**

- 1.3.4.2.1 If possible the grouting shall preferably proceed in alternating locations so that a minimum 6 hours curing time elapses prior to drilling and grouting adjacent holes.
- 1.3.4.2.2 The injection of grout shall begin at the bottom depth of the injection pipe and proceed upward in intervals as outline in the work order and terminate at a depth outlined in the work order. No grout, other than that required to fill the casing hole, should be injected above the termination depth outline in the work order.
- 1.3.4.2.3 Use a maximum grout line pressure over the static pressure as indicated in the work order.
- 1.3.4.2.4 Grouting procedure shall continue with the grout pipe withdrawn in a controlled manner and with sufficient pressure on the grout to assure that the drilled hole is filled with grout to prevent a breaching of any clay layer present. The County may stop the withdrawal at pre-selected depth intervals for the grouting of extremely loose to near-void conditions.
- 1.3.4.2.5 In general, injection at each interval shall continue, except as

specifically otherwise approved, until one of the following occurs:

**1.3.4.2.5.1** Maximum grout pressure over the static line pressure as outlined in the work order is reached.

**1.3.4.2.5.2** Maximum grout pressure at the ground surface as outlined in the work order or as directed by the County is reached.

**1.3.4.2.5.3** A maximum quantity (CY) take at a certain interval as outlined in the work order is reached.

**1.3.4.2.5.4** As directed by the County or work order.

**1.3.4.2.5.5** Surface heave of more than 1/16 inch per interval.

**1.3.4.2.5.6** Any observable heave of the structure/pavement.

**1.3.4.2.6** The above criteria may be altered by the County during grouting dependent upon field conditions.

**1.3.4.2.7** Do not exceed the daily take (CY) or total take (CY) for the work order for a GIP unless modified by the County.

**1.3.4.2.8** Ready mix tickets shall be saved and made part of the permanent project records.

**1.3.5 Supervision and Quality Control:**

**1.3.5.1** Install and operate a level control system for use during grouting. The monitoring shall be carried out so as to detect any movement within 25 feet of the grouting operations whenever grouting is occurring.

**1.3.5.2** Any grout injection performed without representation of the County present shall not be compensated and processes shall be repeated.

**1.3.6 Reports:**

**1.3.6.1** Maintain drilling reports and contain at least the following information: Name of driller, type of drill, method being used, date started, date

completed, location of hole, type and depth of materials encountered.

1.3.6.2 Maintain grouting reports and shall contain at least the following information: Name of grout technician, constituents and proportions of grout, log of quantity injected per lineal foot of hole, date, rate of pumping, and pressure at the hole.

**1.3.7 Testing:**

1.3.7.1 The testing and on-site observation of the operations shall be done at the County's expense. The County's activities shall include, but are not limited to, observing the drilling operations, observing the grouting activities, and monitoring grout volumes and depths.  
The Engineer reserves the option to perform Standard Penetration

1.3.7.2 Test truth borings in improved areas during the grouting operations or after completion to evaluate the success of the grouting operation.

**1.3.8 Method of Measurement:**

1.3.8.1 For grouting, the quantity to be paid will be the volume (CY) of material authorized, injected, and accepted. Grout ordered, but not pumped, not exceeding a full truck load, the quantity to be paid will be the volume (CY) of material returned.

1.3.8.2 Grout injection performed or ordered beyond the limits of this specification or the work order shall not be paid.

**1.3.9 Basis of Payment:**

1.3.9.1 Price and payment will be full compensation for all work specified in the scope of services including furnishing all labor, materials, tools, equipment, testing, and incidentals necessary to complete the work.  
Payment shall be made in accordance with the bid schedule.

1.3.9.2 Additional payment for remobilization may be made only where Contractor was authorized by the County to demobilize from the site and not as a result of variations in the scope or quantity of the injection program or time of performance.

## **Exhibit 2: PRICES**

SHALLOW SUBSURFACE INJECTION		
DESCRIPTION	AMOUNT BID	
Injection Rod Installation	\$ 1.00	per LF
Polyurethane Injection – One Component	\$ 110.00	per GAL
Polyurethane Injection – Two Component	\$ 13.00	per LB
Injection Rod Installation (Non-business hours)	\$ 1.50.	per LF
Polyurethane Injection - One Component (Non-business hours)	\$ 115.00	per GAL
Polyurethane Injection - Two Component (Non-business hours)	\$ 14.00	per LB

SUBSURFACE GROUTING		
DESCRIPTION	AMOUNT BID	
Grout Pipe Installation	\$ 20.00	per LF
Subsurface Pressure Grouting, Sand Cement	\$ 195.00	per CY
Subsurface Pressure Grouting, Sand Cement with Calcium Chloride	\$ 242.00	per CY
Subsurface Pressure Grouting, Cement Slurry	\$ 210.00	per CY
Grout Pipe Installation (Non-business hours)	\$ 25.00	per LF
Subsurface Pressure Grouting, Sand Cement (Non-business hours)	\$ 245.00	per CY
Subsurface Pressure Grouting, Sand Cement with Calcium Chloride (Non-business hours)	\$ 275.00	per CY
Subsurface Pressure Grouting, Cement Slurry (Non-business hours)	\$ 265.00	per CY
Non-recovered Grout Pipe	\$ 22.00	per LF
Grout Ordered but Not Pumped	\$ 129.00	per CY

MOBILIZATION - INJECTION & GROUTING - LUMP SUM		
DESCRIPTION	AMOUNT BID	
Timeframe	Injection	Grouting
Within 24 hours of NTP	\$ 7,500.00	\$ 7,500.00
Within 48 hours of NTP	\$ 5,500.00	\$ 5,500.00
Within 72 hours of NTP	\$ 4,500.00	\$ 4,500.00
Within 96 hours of NTP	\$ 3,500.00	\$ 3,500.00
Within 120 hours of NTP	\$ 2,500.00	\$ 2,500.00
Within one week days of NTP	\$ 2,250.00	\$ 2,250.00
Within 2 weeks of NTP	\$ 2,000.00	\$ 2,000.00
As contractors schedule permits	\$ 1,500.00	\$ 1,500.00



MAINTENANCE OF TRAFFIC - LUMP SUM				
DESCRIPTION	AMOUNT BID			
Timeframe	Index 102-(601, 602, 611 or 612)	Index 102-(603 or 605)	Index 102-(613, 614 or 616)	Index 102-(604 or 615)
Within 24 hours of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Within 48 hours of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Within 72 hours of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Within 96 hours of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Within 120 hours of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Within one week days of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Within 2 weeks of NTP	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
As contractors schedule permits	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00

MAINTENANCE OF TRAFFIC - HOURLY		
DESCRIPTION	AMOUNT BID	
Index	Cost Per Hour	Minimum Daily Cost
Index 102-601 or Index 102-611	\$ 125.00	\$ 500.00
Index 102-602 or Index 102-612	\$ 125.00	\$ 500.00
Index 102-603	\$ 125.00	\$ 500.00
Index 102-604	\$ 150.00	\$ 650.00
Index 102-605	\$ 125.00	\$ 500.00
Index 102-613	\$ 125.00	\$ 500.00
Index 102-614	\$ 125.00	\$ 500.00
Index 102-615	\$ 150.00	\$ 650.00
Index 102-616	\$ 150.00	\$ 650.00
Off-Duty Law Enforcement	\$ 65.00	\$ 260.00

Additional services authorized per Paragraph 2.1 of the agreement shall be paid in accordance with the pricing approved by Alachua County Procurement and the accompanying Work order Authorization.


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


FOUNDATION SERVICES OF CNTRL FL INC  
PO BOX 2463  
OCALA, FL 34478  
3526229218

Project Description: *Annual Subsurface Injection and Grout Services*

**CONTRACTOR**

WITNESS (By Corporate Officer)

By:   
Print: Sidney R Stephenson  
Title: GM/Owner

By:   
Print: Darryl Hampy  
Title: President/Owner  
Date: 06/23/2020

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON. PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED.

#### EXHIBIT 4A: WORK ORDER

WORK ORDER NO: \_\_\_\_\_  
CONTRACT #: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_  
DATE ISSUED: \_\_\_\_\_  
COMPLETION DATE: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
COUNTY TASK MANAGER: \_\_\_\_\_

Execution of the Work Order by County shall serve as authorization for the Contractor to provide work as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of \_\_\_\_\_ between the County and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

#### ATTACHMENTS:

- ☐ drawings/plans/specifications
- ☐ scope of services
- ☐ special conditions
- ☐ \_\_\_\_\_

The Contractor shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon [ ] the date written above and shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days.

METHOD OF COMPENSATION: The Contractor shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_).

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Professional that this Work Order, until executed by the County, does not authorize the performance of any services by the Professional and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Professional to

perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

CONTRACTOR:

\_\_\_\_\_  
Witness

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

Title: \_\_\_\_\_  
Print Name and Title

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

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Alachua County

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

**EXHIBIT 4B: WORK ORDER AMENDMENT**

WORK ORDER NO: \_\_\_\_\_  
WORK ORDER AMENDMENT #: \_\_\_\_\_  
CONTRACT #: \_\_\_\_\_  
PROJECT DESCRIPTION: \_\_\_\_\_

DATE ISSUED: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_  
COUNTY TASK MANAGER: \_\_\_\_\_  
PROJECT CHANGES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW COMPLETION DATE: \_\_\_\_\_

Original Work Order Price: \_\_\_\_\_  
Total of Prior Approved Changes: \_\_\_\_\_

Amount of this Change in Work Order: \_\_\_\_\_

Add or (deduct): \_\_\_\_\_  
New Work Order Price with This Amendment: \_\_\_\_\_

ALACHUA COUNTY:

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

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

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

contractor:

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

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

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

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

**EXHIBIT 5: PAYMENT BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

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

TELEPHONE NUMBER: 352-374-5204

**CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

**BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

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

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

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

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

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

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Witnesses as to Contractor

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation.

He/she is personally known to me **OR** has produced \_\_\_\_\_ as identification.

Notary Public (Signature) :

Printed Name:

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_ (AFFIX NOTARY SEAL)

**SURETY**

SIGNATURE:

\_\_\_\_\_

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

**EXHIBIT 6: PERFORMANCE BOND FORM**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

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

TELEPHONE NUMBER: 352-374-5204

**CONTRACT DETAILS**

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

**BOND****BOND NUMBER:****DATE:****AMOUNT:****KNOW ALL MEN BY THESE PRESENTS:**

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

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

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and County, at the times and in the manner prescribed in the Contract; and
2. pays County all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that County sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

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

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

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

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

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

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

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

\_\_\_\_\_  
Witnesses as to Contractor Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Notary Public (Signature) \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**SURETY**

**SIGNATURE:**

---

<b>PRINTED</b>	<b>NAME</b>	<b>SEAL</b>	<b>TITLE:</b>
		<b>AND</b>	

---

**EXHIBIT 7: Contractors Final Payment Affidavit**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

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

(2) Contractor, pursuant to that certain Capital Construction Agreement  
("Agreement") with the Alachua County, Florida, a charter county and political subdivision of the State  
of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished furnish all  
labor, materials, equipment and apparatus for the construction of: Project No. 6365 – NW 43<sup>rd</sup> Street  
Resurfacing in Alachua County, Florida, as more particularly set forth in said Agreement.

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

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

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

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

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

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

(THIS SPACE WAS INTENTIONALLY LEFT BLANK)

Contractor:

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Witnesses

STATE OF \_\_\_\_\_

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

[Corporate Seal]

COUNTY OF \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Notary Public (Signature): \_\_\_\_\_

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)



**Exhibit 8: Form of Final Payment Bond Waiver**

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

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

**CONTRACTOR:**

**PROJECT:**

The undersigned Claimant, for itself and its successors and assigns, and in consideration of final payment made in the amount of \$ \_\_\_\_\_, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished to **Foundation Services of Florida, Inc.** on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements to the following described Project: Project No. 6365 – NW 43rd Street Resurfacing in Alachua County, Florida Bid 18-810.

**Claimant:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Print Name)

Its:

\_\_\_\_\_  
(Print Title)

## **Exhibit 9: Insurance Requirements**

### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTRACTS"**

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

#### **COMMERCIAL GENERAL LIABILITY**

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

#### **AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

National Flood Insurance Program.

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

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

#### **OTHER INSURANCE PROVISIONS**

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

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

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

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

**II All Coverages**

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

**SUBCONTRACTORS**

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

**CERTIFICATE HOLDER:**

**Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

**Exhibit 9-A: Certificate of Insurance**