



**ALACHUA COUNTY  
CAPITAL CONSTRUCTION AGREEMENT FOR BID NO. 19-907**

**PROJECT NOS. 917-7902  
CONTRACT NO. 11321**

**NW 16<sup>th</sup> Avenue Milling & Resurfacing and NW 16<sup>th</sup> Avenue @ NW 2<sup>nd</sup> Street  
Signalization**

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**CAPITAL CONSTRUCTION AGREEMENT NO. 11321 BETWEEN ALACHUA COUNTY AND V. E. WHITEHURST & SONS, INC. FOR BID 19-907 – PROJECT NOS. 917-7902– NW 16<sup>th</sup> AVENUE MILLING & RESURFACING AND NW 16<sup>th</sup> AVENUE AT NW 2<sup>ND</sup> STREET SIGNALIZATION**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between V. E. Whitehurst & Sons, Inc., hereinafter referred to as “Contractor” doing business at 20551 N.E. 75<sup>th</sup> Street, Williston, FL 32696 and Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” (collectively, the County and Contractor are hereinafter referred to as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the County issued Bid #19-907 seeking the bids from road construction contractors to furnish all labor, materials, equipment and apparatus for the construction of: *Project No. 917-7902, NW 16<sup>th</sup> Avenue Milling and Resurfacing and NW 16<sup>th</sup> Avenue at NW 2<sup>nd</sup> Street Signalization, in Alachua County, Florida*; and

**WHEREAS**, after evaluating and considering all timely responses to Bid #19-907, the County identified the Contractor as the top ranked firm; and

**WHEREAS**, the County desires to employ the Contractor to provide the work described in Bid #19-907 and the Contractor desires to perform such work for 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 THE WORK.** That the Contractor shall furnish all labor, material, equipment, apparatus and services to construct the projects described in *Bid #19-907, Project No: 917-7902, “NW 16<sup>th</sup> Avenue Milling and Resurfacing and NW 16<sup>th</sup> Avenue at NW 2<sup>nd</sup> Street Signalization”* advertised June 26, 2019, and the Alachua County Public Works Department *Contract Plans for Project ID 917-7902, NW 16<sup>th</sup> Avenue Resurfacing Project* prepared by JBrown Professional Group, dated May 30, 2019, and *Addendum #1*, dated July 24, 2019, as posted on DemandStar under the solicitation of Bid #19-907, hereinafter collectively referred to as “Contract Documents and Specifications”, which shall include all incidental and necessary work thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents and Specifications. The Contract Documents and Specifications are hereby incorporated by reference and made part of this Agreement as if fully set forth herein. Receipt of the Contract Documents and Specifications are herein acknowledged by the

Contractor.

## 2 CONTRACT PRICE.

2.1 The Work includes both Lump Sum items and Unit Price items. For performing the Work, the Contractor shall be paid a sum that SHALL NOT EXCEED One Million One Hundred Sixteen Thousand Eighty-Three Dollars and Forty-Five Cents (\$1,116,083.45) (the "Contract Price"), unless a Change Order or Amendment is issued in accordance this Agreement. Invoices and payments shall be allocated as provided in the Schedule of Values, attached hereto and incorporated by reference as **Attachment 6**. The Contractor shall invoice the County at the prices set forth in **Attachment 6**, and the County shall pay the Contractor, only for the actual quantities of Work performed or materials furnished in accordance with this Agreement. The Parties agree that the Estimated Quantities set forth in **Attachment 6** may be increased or decreased as provided in this Agreement without, in any way, changing or invalidating the any of the Unit or Lump Sum prices set forth in **Attachment 6**.

2.2 The County shall establish a contingency fund in an amount that SHALL NOT EXCEED One Hundred Eleven Thousand Six Hundred Eight Dollars and Thirty-Five Cents (\$111,608.35) (hereinafter, the "Contingency").

2.3 Contingency funds shall be used to cover costs that may result from incomplete design and unanticipated costs that arise during construction that are not identified by the Construction Documents and Specifications. Contractor shall not proceed with any portion of the Work which it intends to charge against the Contingency without first informing the County that it intends to request Contingency funds to perform that portion of the Work and obtaining County's express written authorization to proceed prior to commencing that portion of the Work.

2.4 The Contractor acknowledges and agrees that any Work which is to be charged against the Contingency that does not receive such prior written approval from the County shall be deemed to be part of Contractors Work compensated within the Contract Price and not chargeable against the Contingency. The Owner reserves the right, at its sole discretion, to withhold its consent on Contingency expenditures. Further, any Contingency expenditure becomes part of the Contract Documents and is incorporated by reference herein. County approved, but unused Contingency remaining at the end of the job will be credited from the Contract Price. Construction Manager has no entitlement to any portion of any unused Contingency.

## 3 ALACHUA COUNTY MINIMUM WAGE

3.1 The Work performed through this Agreement is considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors and subcontractors



providing selected services to Alachua County government. "Covered Employees," as defined in Sec. 22.45 of the Wage Ordinance, are those employees directly involved in providing covered services pursuant to this Agreement.

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

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

3.4 The Contractor shall provide certification, the form of which is attached hereto as **Attachment 7**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

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

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

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

#### **4 GENERAL CONDITIONS**

4.1 That it is mutually agreed between the Parties hereto that if, at any time after the execution of this Agreement and the surety bonds hereto attached for its faithful performance and payment, the County shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the County.

4.2 That it is agreed by both Parties hereto that progress payments and final payment for Work performed, determined by the County's Project Representative, will be made in accordance with the provisions as stipulated in the Contract Documents and Specifications. It is agreed

that 10% of the amount earned through each progress payment as set forth in the Contract Documents and Specifications will be withheld until the Work reaches 50% completion. For purposes of this Agreement, 50% completion is defined as the amount of Work completed by the Contractor and acceptance by the County that equals 50% of the Contract Price as defined in paragraph 2.1 of this Agreement. Once 50% completion is reached, the Contractor may request that the County shall pay up to one half of the retainage then held by the County for the properly completed Work. If the County does not dispute any Work or payment, the County will make such payment. Furthermore, once 50% completion is reached, the County shall only retain 5% of each progress payment.

4.3 Within 15 days of obtaining Substantial Completion of the Work as defined herein, or if not defined upon reaching beneficial occupancy or use, the Contractor and County will develop a list (the "List") of items required to render complete, satisfactory and acceptable the Work required herein. The County shall provide the Contractor a draft of The List within 5 days of obtaining Substantial Completion. Contractor will notify the County of acceptance or of any changes requested within 5 days of receipt. If the Contractor accepts the List, it shall be deemed delivered upon receipt of said acceptance by the County. If the Contractor proposes any changes, the County shall review said changes and shall deliver the List to the Contractor within 5 days of receipt of Contractor's proposed changes. Delivery of the List does not relieve the Contractor of the responsibility for corrective Work or for pending items not yet completed for the Work and any items that are identified after development of The List that are required to correct or complete the Work remain the responsibility of the Contractor. The Contractor shall reach Final Completion, including the items outline in The List, within the timeframe outlined in Paragraph 5 or thirty (30) days after The List is developed by the Parties, whichever is more.

4.4 If the County fails to develop the list in the time specified, the Contractor may request payment for all retainage held by the County, less any amounts withheld for incomplete or uncorrected Work. If the Contractor fails to cooperate with the County in developing The List, or obligations under The List, the County shall notify the Contractor in writing of its failure to cooperate in developing The List and the County shall not obligated to pay the retainage.

4.5 The County shall not be obligated to make payment to the Contractor for amounts that are the subject of, or release retainage related to, a good faith dispute or a claim brought pursuant to §255.05, Florida Statutes.

4.6 Once all items on The List have been completed, the Contractor may request the remaining retainage from the County. In cases of a dispute as to completion of an item on the List, the County may withhold and amount not to exceed 150% of the total cost to complete disputed items.

## **5 CONTRACT TIME AND DAMAGES**

5.1 It is agreed by both Parties that **TIME IS OF THE ESSENCE** for the completion of the Work. The Contract Time shall begin as set forth within the issuance of a Notice to Proceed

to the Contractor by the County. Contract Time for Substantial Completion is **80** Working Days, as defined in Contract Documents and Specifications, from the Contractor's receipt of the Notice to Proceed. Contract Time for Final Completion is **45** calendar days after Substantial Completion is met, unless extended in accordance with §218.735(7)(c), Florida Statutes.

5.2 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Substantial Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Substantial Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of **One Thousand Six Hundred Sixty-Five Dollars and Zero Cents (\$1,665.00) per day** for each and every calendar day after the date fixed for Substantial Completion.

5.3 Inasmuch as failure to complete the Work within the time herein fixed will result in substantial injury to the County and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such Work has not reached Final Completion as herein defined or within such further time, if any, as shall be allowed for such performance of Final Completion in accordance with the provisions of this Agreement, the Contractor shall pay the County as liquidated damages and not as a penalty the sum of **Eight Hundred Thirty-Three Dollars and Zero Cents (\$833.00) per day** for each and every calendar day after the date fixed for Final Completion.

## **6 PERFORMANCE AND PAYMENT BONDS**

6.1 Within ten (10) business days after signature of this Agreement by the Parties, Contractor shall provide Owner with Payment and Performance Bonds, in the forms prescribed as **Attachments 1 & 2**, in the amount of 110% of the total sum of the Contract Price, the costs of which are to be paid by the Contractor.

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

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

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

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

County:

Alachua County Public Works  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653  
Attn: Public Works Director

Contractor:

V. E. Whitehurst & Sons, Inc.  
20551 NE 75<sup>th</sup> St.  
Williston, FL 32696  
Attn: William J. Whitehurst

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

Purchasing Division  
12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor  
Gainesville, Florida 32601  
Attn: Contracts

8. **RELEASE OF CLAIMS.** It is agreed that when all Work contemplated by this Agreement has reached Final Completion and has been inspected and approved by the County, or the County's authorized representatives, the Contractor shall furnish to the County the Contractor's Final Affidavit in the form attached hereto as **Attachment 4**, 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 Work, 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 **Attachment 5**, from all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in this Agreement, unless the Contractor provides the County with a written consent from the surety regarding the Work or the payment in question.

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

9.1 Receipt of the Contract Documents and Specifications is herein acknowledged and made a part of the Agreement the same as though they were set forth at length herein.

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

- 9.2.1 Amendments and Change orders;
- 9.2.2 This Agreement;
- 9.2.3 Special Conditions from Bid 19-907;
- 9.2.4 General Conditions from Bid 19-907;
- 9.2.5 Alachua County Public Works Department *Contract Plans for Project ID 917-7902, NW 16<sup>th</sup> Avenue Resurfacing Project*, prepared by JBrown Professional Group, dated May 30, 2019;
- 9.2.6 Contractor's Bid Submittal.

**10. INDEMNIFICATION**

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

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

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

10.4 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

10.5 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.

## **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.

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

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

### **11.2 Confidential Information**

11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software



documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."

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

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

**11.4 Compliance:**

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

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

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE RACHEL YOHO AT 352-264-6906, US MAIL AT 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601, OR [RYOHO@ALACHUACOUNTY.US](mailto:RYOHO@ALACHUACOUNTY.US)**

- 12 **INSURANCE** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth in **Attachment 3**. The Contractor shall also require any subcontractors to provide insurance as set forth in **Attachment 3**. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment 3-A**.
- 13 **SEVERABILITY** It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 14 **AMENDMENT** This Agreement may be amended by mutual written agreement of the Parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.
- 15 **INDEPENDENT CONTRACTOR** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the County. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the County.
- 16 **CHOICE OF LAW** 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 Alachua County.
- 17 **COMPLETE AGREEMENT** This Agreement contains the sole and entire agreement between the County and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 18 **NON WAIVER** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 19 **SUCCESSORS AND ASSIGNS** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the County. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the Contractor.



- 20 **NO THIRD PARTY BENEFICIARIES** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

ATTEST:

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

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

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

Print: J. Chris Burleson

Title: Corporate Secretary

CONTRACTOR

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

Print: William J. Whitehurst

Title: President

Date: August 21, 2019

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 CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

**ATTACHMENT 1: FORM OF PAYMENT BOND**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

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

TELEPHONE NUMBER: 352-374-5204

**CONTRACT DETAILS**

CONTRACT NO.: 11321

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

**BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to 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.

**SIGNATURES NEXT PAGE**

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

**ATTACHMENT 2: FORM OF PERFORMANCE BOND**

**CONTRACTOR (PRINCIPAL)**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**SURETY**

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

**OWNER (OBLIGEE)**

NAME: Alachua County Board of County Commissioners

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

TELEPHONE NUMBER: 352-374-5204

**CONTRACT DETAILS**

CONTRACT NO.: 11321

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO #, RFP, OR BID #:

**BOND**

BOND NUMBER:

DATE:

AMOUNT:

**KNOW ALL MEN BY THESE PRESENTS:**

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to 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 Obligor for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligor.

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

**CONTRACTOR (PRINCIPAL)**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_ 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:

\_\_\_\_\_

### **ATTACHMENT 3: INSURANCE**

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

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

#### **COMMERCIAL GENERAL LIABILITY**

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

#### **AUTOMOBILE LIABILITY**

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

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

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

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

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

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

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

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

**EMPLOYEE FIDELITY COVERAGE (only applicable to vendors who's employees handle funds )**

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

**OTHER INSURANCE PROVISIONS**

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

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

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

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

**II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this Contract. 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**

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2019

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.

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).

PRODUCER Willis of Florida, Inc. 4880 Newberry Road, Suite 100 Gainesville, FL 32607	CONTACT NAME: Shirley Hill Shilts	
	PHONE (A/C, No., Ext): 352-378-2511	FAX (A/C, No.): 352-378-9801
INSURED V.E. Whitehurst & Sons, Inc. 20551 NE 75 Street Williston, FL 32696	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Co.	NAIC #: 16535
	INSURER B: American Guarantee & Liability Insurance Co.	26247
	INSURER C: Old Republic General Insurance Corp.	24139
	INSURER D: XL Insurance America Inc.	2454
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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.

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 <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		GLO-4184758	10/1/2018	10/1/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP-4451234	10/1/2018	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		AUC0184753-03	10/1/2018	10/1/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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	A3CW13041801	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid 19-907: NW 16 Avenue Milling & Resurfacing and NW 16 Avenue at NW 2 Street signal. Project No: 917-7902  
Alachua County Board of County Commissioners, Alachua Public Works, Engineering Brian Singleton P.E.; Contact #352-374-5245; Email BSingleton@AlachuaCounty.US

## CERTIFICATE HOLDER

## CANCELLATION

Alachua County Board of County Commissioners  
Alachua County Public Works  
12 SE 1 Street, 2nd Floor  
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

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**ATTACHMENT 4: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_

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

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

(2) Contractor, pursuant to that certain Capital Construction Contract #11321 ("Contract") with Alachua County, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for *Bid #19-907; Project No. 917-7902, NW 16<sup>th</sup> Avenue Milling and Resurfacing and NW 16<sup>th</sup> Avenue at NW 2<sup>nd</sup> Street Signalization, Contract No. 11321*, as more particularly set forth in said Contract.

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

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("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 Owner relating in any way to the performance of the Contract. (6) Contractor \_\_\_\_\_ certifies,

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

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

**Contractor:**

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Witnesses

[Corporate Seal]

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

**ATTACHMENT 5: FORM OF FINAL PAYMENT BOND WAIVER**

**WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)**

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

**CONTRACTOR:** V. E. Whitehurst & Sons, Inc.

**PROJECT:** Capital Construction Contract # 11321 ("Contract") for labor, materials, and services for *Bid #19-907; Project No. 917-7902, NW 16<sup>th</sup> Avenue Milling and Resurfacing and NW 16<sup>th</sup> Avenue at NW 2<sup>nd</sup> Street Signalization*

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the 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 through \_\_\_\_\_ (insert date) to \_\_\_\_\_, on the job of **Alachua County**, a charter county and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON \_\_\_\_\_.

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

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

(Name)

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

(Print Title)

**STATE OF FLORIDA**



**COUNTY OF ALACHUA**

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

\_\_\_\_\_  
(Signature of Notary Public -- State of Florida)

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

Personally Known OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

## ATTACHMENT 6: BID SCHEDULE/ SCHEDULE OF VALUES

V. E. Whitehurst & Sons, Inc.  
20531 N.E. 75th Street  
Williston, FL 32696

### EXHIBIT A

#### ADDENDUM 1 BID SCHEDULE

**Bid 19-907: Project No. 917-7902- NW 16th Ave Mill and Resurface**

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
1	MOBILIZATION	1	LS	189,230.00	189,230.00
2	MAINTENANCE OF TRAFFIC	1	LS	173,195.00	173,195.00
3	PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	1	LS	2,500.00	2,500.00
4	INLET PROTECTION DEVICE	34	EA	125.00	4,250.00
5	CLEARING & GRUBBING	1	LS	19,521.00	19,521.00
6	MOWING	2	AC	625.00	1,250.00
7	GRADING	1	LS	2,000.00	2,000.00
8	BORROW	50	CY	50.00	2,500.00
8	MILLING EXISTING ASPHALT PAVEMENT, 2.5"	19200	SY	4.75	91,200.00
9	SUPERPAVE ASPHALTIC CONCRETE, SP-12.5, TRAFFIC B	1350	TN	84.55	114,142.50
10	ASPHALTIC CONCRETE FRICTION COURSE	1350	TN	96.55	130,342.50
11	INLETS, CURB, TYPE P-3, PARTIAL	3	EA	3,760.00	11,280.00
12	MANHOLES & INLETS CLEANING & SEALING, <10'	3	EA	5,000.00	15,000.00
13	CURB AND GUTTER, TYPE F	1300	LF	34.50	44,850.00
14	CONCRETE SIDEWALK, 4"	600	SY	56.75	34,050.00
15	CONCRETE SIDEWALK, 6"	300	SY	84.70	25,410.00
16	DETECTABLE WARNING SURFACE	312	SF	63.20	19,718.40

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

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
17	SOD OR HYDROSEED	720	SY	4.70	3,384.00
18	SINGLE POST SIGN, INSTALL	13	AS	306.40	3,983.20
19	SINGLE POST SIGN, REMOVE	2	AS	26.90	53.80
20	TRAFFIC STRIPE, PAINT, STD, WHITE, SOLID, 6"	8,700	LF	0.35	3,045.00
21	TRAFFIC STRIPE, PAINT, STD, YELLOW, SOLID, 6"	7,700	LF	0.35	2,695.00
22	TRAFFIC STRIPE, PAINT, STD, YELLOW, 10-30 SKIP, 6"	0.25	GM	3,760.00	940.00
23	TRAFFIC STRIPE, PAINT, STD, WHITE, SOLID, 12"	900	LF	1.25	1,125.00
24	TRAFFIC STRIPE, PAINT, STD, WHITE, SOLID, 24"	150	LF	3.00	450.00
25	TRAFFIC STRIPE, PAINT, STD, WHITE, 2-4 DOTTED/6-10 GAP EXTENSION, 6"	0.01	GM	5,375.00	53.75
26	TRAFFIC STRIPE, PAINT, STD, WHITE, ARROWS	42	EA	59.15	2,484.30
27	THERMOPLASTIC, STD, WHITE, SOLID, 6"	8,700	LF	0.85	7,395.00
28	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	7,700	GM	0.85	6,545.00
29	THERMOPLASTIC, STD, YELLOW, 10-30 SKIP, 6"	0.25	GM	1,720.00	430.00
30	THERMOPLASTIC, STD, WHITE, SOLID, 12"	900	LF	3.55	3,195.00
31	THERMOPLASTIC, STD, WHITE, SOLID, 24"	150	LF	12.90	1,935.00
32	THERMOPLASTIC, STD, WHITE, 2-4 DOTTED/6-10 GAP EXTENSION, 6"	0.01	GM	7,000.00	70.00
33	THERMOPLASTIC, STD, WHITE, ARROWS	42	EA	120.00	5,040.00
NW 16 <sup>th</sup> Avenue Resurfacing SUB TOTAL AMOUNT				\$	923,263.45

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

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
34	MOBILIZATION	1	LS	12,310.00	12,310.00
35	MAINTENANCE OF TRAFFIC	1	LS	11,000.00	11,000.00
36	PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	1	LS	1,500.00	1,500.00
37	CLEARING & GRUBBING	1	LS	2,000.00	2,000.00
38	CONDUIT – INSTALL NEW	100	LF	7.70	770.00
39	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION	1	PI	6,100.00	6,100.00
40	SPAN WIRE	1	PI	5,325.00	5,325.00
41	FIBERGLASS INSULATION	60	LF	44.25	2,655.00
42	PULL BOXES	9	EA	873.00	7,857.00
43	STRAIN POLE – FURNISH AND INSTALL	4	EA	19,190.00	76,760.00
44	STRAIN POLE – SHALLOW DEPTH REMOVAL	2	EA	3,633.00	7,266.00
45	ALUMINUM PEDASTAL POLE	4	EA	1,510.00	6,040.00
46	ALUMINIUM PEDASTAL POLE – PED DETECTOR POST	1	EA	1,442.00	1,442.00
47	VEH TRAFFIC SIGNAL - ALUMINIUM	8	AS	1,080.00	8,640.00
48	PED SIGNAL – F&I LED COUNTDOWN 1-WAY	4	AS	657.50	2,630.00
49	PED SIGNAL – F&I LED COUNTDOWN 2-WAY	1	AS	1,230.00	1,230.00
50	PED SIGNAL, REMOVE – POLE/PEDESTAL TO REMAIN	2	EA	250.00	500.00
51	VEHICLE DETECTION SYSTEM, VIDEO, F&I, CABINET EQUIP	1	EA	3,700.00	3,700.00
52	VEHICLE DETECTION SYSTEM, VIDEO, F&I, ABOVE GROUND EQUIP.	1	AS	31,000.00	31,000.00

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

ITEM NO.	DESCRIPTION	EST QUANTITY	UNIT	UNIT PRICE	AMOUNT BID (EXT TOTAL)
53	PED DETECTOR – F&I – STANDARD	6	EA	275.00	1,650.00
54	PED DETECTOR – REMOVE	1	EA	125.00	125.00
55	SIGN PANEL – F&I OVERHEAD MOUNT	4	AS	580.00	2,320.00
NW 16 <sup>th</sup> Avenue and NW 2 <sup>nd</sup> Street Signal SUB TOTAL AMOUNT				\$ 192,820.00	
TOTAL BID AMOUNT NW 16 <sup>th</sup> Ave. Resurfacing + NW 16 <sup>th</sup> Ave. and NW 2 <sup>nd</sup> Street Signal				\$ 1,116,083.45	

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

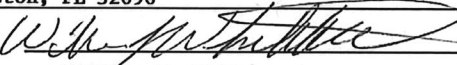
List of Unit Abbreviations:

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

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

Address: 20551 N.E. 75th Street

Williston, FL 32696

Authorized Signature:  Title: President

Clearly Print Signature: William J. Whitehurst Title: President

PHONE: 352-528-2101 FAX: 352-528-3857 DATE: July 31, 2019

Email Address: jcb@atlantic.net

**ATTACHMENT 7: CERTIFICATION OF MEETING ALACHUA COUNTY WAGE ORDINANCE**

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

Project Description: *NW 16<sup>th</sup> Avenue Milling and Resurfacing and NW 16<sup>th</sup> Avenue at NW 2<sup>nd</sup> Street Signalization; Project No. 917-7902; Contract No. 11321*

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

1.	<input checked="" type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$13.50 hourly</b> and are provided health benefits?
2.	<input type="checkbox"/> Employees involved with Alachua County projects are paid a minimum of <b>\$15.60 hourly but are not provided health benefits?</b>

Corporate Name: V. E. Whitehurst & Sons, Inc.  
Address: 20551 NE 75<sup>th</sup> St.  
City/State/Zip: Williston, FL 32696  
Phone Number: (352) 528-2101  
Point of Contact: William J. Whitehurst  
E-mail Address: [jcb@atlantic.net](mailto:jcb@atlantic.net)

ATTEST (By Corporate Officer)

By: 

Print: J. Chris Burleson

Title: Corporate Secretary

**CONTRACTOR**

By: 

Print: William J. Whitehurst

Title: President

Date: August 21, 2019

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 CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

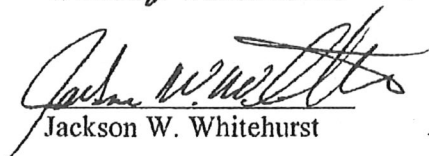
**WAIVER OF NOTICE AND CONSENT TO  
A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF  
V.E. WHITEHURST & SONS, INC.**

The undersigned, being all of the Directors of V.E. Whitehurst & Sons, Inc., call a special meeting of the Board of Directors of this corporation and waive all notice thereof, whether provided by statute or otherwise, and consent that such meeting shall be held at Williston, Florida, on the 5<sup>th</sup> day of August, 2014, for the following purposes:

- (1) To approve a new slate of officers of the Corporation; and
- (2) To transact such other business as may come before and be legally done at such meeting.

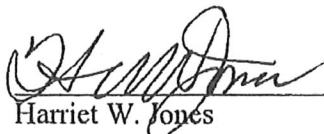
Dated this 5<sup>th</sup> day of August, 2014.

  
William J. Whitehurst III

  
Jackson W. Whitehurst

  
June W. Burleson

  
Vivian W. Wackowski

  
Harriet W. Jones

  
Vivian E. Whitehurst III

**MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF  
V.E. WHITEHURST & SONS, INC.**

A special meeting of the Board of Directors of V.E. Whitehurst & Sons, Inc. was held at the office of the corporation at Williston, Florida, on the 5<sup>th</sup> day of August, 2014, pursuant to Waiver of Notice and Consent to the meeting duly executed by all of the Directors of the corporation.

The meeting was called to order by William J. Whitehurst III, President of the corporation, who presided as Chairman of the meeting. J. Chris Burleson, Secretary of the corporation, acted as Secretary of the meeting.

Upon motion duly made, seconded and unanimously carried, the reading of the roll of the Board of Directors was waived. The following Directors, constituting the entire Board, were present in person at the meeting:

William J. Whitehurst III, Jackson W. Whitehurst, June W. Burleson, Vivian W. Wackowski, Harriet W. Jones, and Vivian E. Whitehurst III.

The Chairman declared that a quorum was present and that the meeting was duly organized and open for the transaction of such business as might come before it.

The Secretary then presented and read a copy of the Waiver of Notice and Consent to the meeting duly executed by all of the Directors, pursuant to which the meeting was held, and the Waiver of Notice and Consent to the meeting was ordered to be filed in the minute book of the corporation immediately preceding the minutes of the meeting.

Upon motion duly made, seconded and unanimously approved, a reading of the minutes of the last meeting of the Board of Directors was waived.

The Board then unanimously approved the following slate of officers of the Corporation:

President, William J. Whitehurst III

Vice President, Jackson W. Whitehurst

Secretary, J. Chris Burleson

Treasurer, Devin C. Whitehurst

Corporate counsel, John C. Bovay, was directed to inform the Florida Secretary of State of the new slate of officers.



There being no further business to come before the meeting, the meeting was duly adjourned.

A handwritten signature in dark ink, appearing to read 'J. Christopher Burleson', written over a horizontal line.

J. Christopher Burleson, Secretary