

**Solicitation Number: 2020-13**

**Title:** Bid Solicitation for the Paving of Nursery Blvd.

The Baker County Board of County Commissioners is announcing a request for bids for the Paving of Nursery Blvd located near CR-125 and I-10. Any Contractor bidding this project Must Be pre-qualified by the FDOT as required by Florida Statute 337.14 (1) and rule chapter 14-22

Baker County reserves the right to reject any or all proposals or any part thereof and/or to waive the information if such is deemed to be in the best interest of Baker County.

**Download the Specification Details/Attachments:**

<http://www.bakercountyfl.org/purchasing>

**Point of Contact:** Sole contact for this project: Robert Fletcher. All questions pertaining to this solicitation must be submitted per Bid Packet guidelines. Please reference Nursery Blvd. Paving.

**Submission Deadline Date: September 9, 2020 at 11:00 AM EST.**

**Published Date:** August 13, 2020

# **BID MANUAL**

**Nursery Blvd. Paving  
Baker County Project Number  
2020-13**

**Issued:**

**August 13, 2020**

**On Behalf of:**

**Board of County Commissioners  
Baker County, Florida  
55 North Third Street  
Macclenny, FL 32063**

# TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b> .....	<b>i</b>
<b>GENERAL PROVISIONS</b> .....	<b>1</b>
A. Bid Solicitation.....	2
B. General Scope of Work .....	3
C. Bidder Qualifications.....	3
D. Insurance Requirements.....	3
E. Bid Documents .....	5
F. Examination of the Project Site and the Bid Documents .....	6
G. Bid Preparation .....	6
H. Bid Submittal .....	7
I. Bid Security.....	7
J. Modification and Withdrawal of Bid .....	8
K. Opening of Bids.....	8
L. Contract Award and Execution .....	8
M. Supervision .....	9
N. Contract Time .....	9
O. Liquidated Damages.....	9
P. Construction Methods and Provisions.....	10
Q. Contract Administration and Project Closeout.....	10
R. Measurement and Payment.....	11

## APPENDICES

A. Bid Forms .....	A
B. Example Contract.....	B
C. Supplemental Documents (Plans, geotechnical report, location map).....	F

## ATTACHMENTS

Bid Manual and Bid Plans may be obtained by electronic download as directed in the Bid Solicitation and in the General Provisions, Section A of this Bid Manual.

**A. BID SOLICITATION**

BAKER COUNTY  
WILL RECEIVE BIDS FOR THE FOLLOWING:  
Nursery Blvd Paving  
PROJECT NUMBER 2020-13

Bids must be received by: 11:00 AM local time  
September 9, 2020  
Late bids will not be considered.

Deadline for questions: August 26, 2020 3:30 pm

Public bid opening: September 9, 2020 11:01 am  
BAKER COUNTY ADMINISTRATION BLDG  
55 NORTH THIRD STREET  
MACCLENNY, FL 32063

Place for receiving bids: BAKER COUNTY ADMINISTRATION BLDG  
55 NORTH THIRD STREET  
MACCLENNY, FL 32063

Bid documents and plans available  
To download at: [www.bakercountyfl.org/purchasing](http://www.bakercountyfl.org/purchasing)

Contact for questions: Robert Fletcher  
[robert.fletcher@bakercountyfl.org](mailto:robert.fletcher@bakercountyfl.org)  
(904) 275-2373

Project Description: This project will consist of the paving and pavement  
markings for 0.90 miles

Road Name: Nursery Blvd.  
See attached maps for locations.

Date of advertisement: August 13, 2020

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS  
Sara Little, INTERIM COUNTY MANAGER

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

**B. GENERAL SCOPE OF WORK**

1. This project consists of supplying all Equipment, Labor, and Materials to Pave and install pavement markings for +/- 0.90 miles placed on base prepared by others.

**C. BIDDER QUALIFICATIONS**

Bidder must be a contractor pre-qualified by the Florida Department of Transportation (FDOT) as required by Florida Statute 337.14 (1) and Rule Chapter 14-22.

2. The Bidder shall not be listed on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, which identifies those parties excluded throughout the U.S. Government from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

**D. INSURANCE REQUIREMENTS**

1. Contractor shall maintain, at a minimum, the following insurance coverage, for the duration of the Project and the Warranty Period.

Contractor's Insurance: Contractor shall not commence any work in connection with this Agreement until Contractor has obtained all of the following types of insurance and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with Insurers qualified and doing business in Florida.

Worker's Compensation Insurance: Contractor shall take out and maintain, during the life of this Agreement, Worker's Compensation Insurance for all of the Contractor's employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law, Chapter 440, Florida Statutes. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

cause each subcontractor to Provide, adequate insurance, satisfactory to the County, for the protection of his employees not otherwise protected.

Contractor's Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Agreement COMPREHENSIVE GENERAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY, CONTRACTUAL LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS LIABILITY INSURANCE. These Policies shall protect Contractor from claims for damage for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this Agreement whether such operations are by Contractor or by anyone directly, or indirectly employed by Contractor.

The amounts of such insurance shall be the minimum limits as follows:

- |                                                             |                                                |
|-------------------------------------------------------------|------------------------------------------------|
| 1.) Bodily Injury Liability:                                | \$1,000,000/claimant<br>\$2,000,000/occurrence |
| 2.) Personal Injury Liability:                              | \$1,000,000/claimant<br>\$2,000,000/occurrence |
| 3.) Automobile Bodily Injury<br>& Property Damage Liability | \$1,000,000                                    |
| 4.) Property Damage Liability<br>(other than automobile)    | \$1,000,000/claimant<br>\$2,000,000/occurrence |

The Contractor's Liability Policy shall list Baker County as Additionally Insured.

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

**E. BID DOCUMENTS**

1. The following documents shall hereinafter be referred to as "Bid Documents"
  - (a) **Bid Manual** *Bid Manual, Nursery Blvd Paving, Baker County Project Number 2020-20*, which shall hereinafter be referred to as "Bid Manual."
  - (b) **Bid Forms** (all documents in Appendix A, and specified on the Bid Checklist in Appendix A, of this Bid Manual, along with a Bid Bond surety as specified on the Bid Bond form).
  - (c) **Bid Plans** *BID SET, Nursery Blvd Paving*, hereinafter "Plans."
  - (d) **FDOT Standard Index** "*Design Standards, For Design, Construction, Maintenance and Utility Operations on the State Highway System*" (Florida Department of Transportation, latest edition).
  - (e) **FDOT Specifications** "*Standard Specifications for Road and Bridge Construction*" (Florida Department of Transportation, latest edition).
  - (f) **Addendum(s)** Revisions to any of the above referenced documents, shall represent "Addendums" and shall become part of the Bid Documents.
2. Complete sets of Bid Documents shall be used by bidders in preparation of their Bid. Neither the County nor the Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete Bid Document sets.
3. The governing specifications and details are the latest editions of the FDOT Standard Specifications and FDOT Standard Index, respectively, with exceptions and/or additions as specified in the Bid Documents.
4. When the FDOT Standard Specifications refer to the State of Florida, or officials of the state, it shall be interpreted as Board of County Commissioners, Baker County, Florida (County) or their Authorized Representative (County Representative), respectively.
5. Bid Documents will be open to public for inspection only at the County Administration Building, 55 North Third Street, Macclenny, FL 32063.
6. The Board of County Commissioners of Baker County, Florida reserves the right to reject any or all bids or parts of bids, waive informalities and technicalities, make award in whole or in part with or without cause, re-advertise and to make the award in what is deemed to be in the best interest of the County.

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

**F. EXAMINATION OF THE PROJECT SITE AND THE BID DOCUMENTS**

1. Bidders shall visit the site and become familiar with the nature and extent of work to be performed, including local conditions that may affect the work.
2. The Bid Documents were prepared to depict an essentially accurate representation of existing conditions, interpreted from available information on the site. The bidder is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the site.
3. Any questions regarding the Bid Documents may be directed, in writing, no later than 3:30 p.m. on **08/26/2020** to:

Baker County Road Department  
PO Box 183  
Sanderson, FL 32087  
[robert.fletcher@bakercountyfl.org](mailto:robert.fletcher@bakercountyfl.org)

Questions may be submitted via electronic messages (email); however, the effective day and time of the message will be the day and time of receipt.

**G. BID PREPARATION**

1. Prepare Bid on the forms provided in Appendix A of this Bid Manual, with all blanks on the Bid Forms filled in by type or written in ink.
2. The Total Bid Amount shall be specified numerically and alphabetically on the first page of the Bid. Bid Item Unit Prices, Bid Item Total amounts and Total Bid Amount shall be specified numerically on the Bid Tabulation Form. In case of any discrepancies, the Total Bid Amount specified alphabetically on the first page of the Bid document shall govern with Bidder to reconcile discrepancies by adjusting Bid Item Unit Prices on the Bid Tabulation Form.
3. The County has prepared an estimate of quantities for bidder reference. However, the County does not guarantee the accuracy of these provided estimates. It shall be the Bidder's responsibility to prepare a complete and accurate Bid.
4. Bids shall include the legal name and address of the Bidder and indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity.



**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

5. All Bid Unit Prices requested on the Bid Tabulation Form shall be provided in the Bid. Unless specified otherwise, quantities of materials indicated on the Bid Tabulation Form may be adjusted by the County based on field conditions and provided that such an adjustment is approved by the County prior to the Contractor ordering or otherwise purchasing said materials.
  
7. Partial bids will not be accepted by the County. Bids must be completed for all bid items, with no modifications or exclusions.

**H. BID SUBMITTAL**

1. Submit **one (1) original** and **two (2) copies** of the Bid forms enclosed in a sealed opaque envelope. The envelope shall be labeled as specified in Section A of this Bid Manual.
  
2. Submit Bid at the location specified in Section A of this Bid Manual on or before the Bid Date (day and time) where the Bid packaged will be stamped received. Bids received after the Bid Date (time and date) will be returned unopened to the company name and return address on the Bid Envelope.

**I. BID SECURITY**

1. Each Bid shall be accompanied by cashier's check drawn on any state or national bank in Florida, or, an acceptable Bid Bond surety, payable unconditionally to the County, in an amount of five percent (5%) of the amount of the total bid.
  
2. Failure of the successful Bidder to enter into the Contract in accordance with his Bid, or failure to furnish the required bonds will be just cause for an annulment of the award with the amount of the bid security being forfeited to the County as liquidated damages, not as a penalty.
  
3. Should a Bid Bond be used, acceptable Surety companies shall be determined from the latest United States Treasury Department's Listing of Approved Sureties.
  
4. The County may retain the bid security of those Bidders to whom an award may be considered until successful execution of the Contract; or the specified time for holding bids has elapsed; or all Bids have been rejected.

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

**J. MODIFICATION AND WITHDRAWAL OF BID**

1. Prior to the time of bid opening, a Bidder may withdraw his Bid at any time, but may not resubmit it. Bids may not be modified after submittal.
2. After the bid opening, no Bid may be withdrawn, canceled or modified for a period of ninety (90) days after the time and date designated as the Bid Date.

**K. OPENING OF BIDS**

1. Bids submitted by the Bid Date will be opened publicly and read aloud at the County Administration Building, 55 North Third Street, Macclenny, FL 32063, or, as otherwise specified.
2. The County reserves the right to postpone the date and time announced for opening of bids. Such postponement may be made at any time prior to the time announced for the opening of bids; the County will give written notice of any such postponement to each party to whom bid documents have been issued, followed by issuance of an addendum confirming the changing of the announced date and time for opening of bids.

**L. CONTRACT AWARD AND EXECUTION**

1. Until final award of a Contract, the County reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the County.
2. It is the intent of the County to award a Contract to the lowest responsible Bidder, whose Bid is in conformance with the Bid Documents and does not exceed the funds available.
3. Upon acceptance of a Bid and award of a Contract, the successful Bidder shall deliver the executed Contract, along with required bonds and other requested documents, to the County within ten (10) days. Failure to do so will be deemed a breach of agreement by the Bidder and will result in forfeiture of the Bid Security. An award may thereafter be made to the next lowest acceptable Bidder, or the work re-advertised as the County may elect.
4. The successful Contractor shall comply with Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida.

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

5. Contract Documents shall include:
- (1) **Bid Documents**
  - (2) **Contract** (executed).
  - (3) **Construction Bond Form and Bond Security.**
  - (4) **Schedule of Values**
  - (5) **Addendum(s)** to the work specified in the Bid Documents
  - (6) **Change Orders** submitted by Contractor and approved by County

**M. SUPERVISION**

1. All work performed under this contract will be directed by the County Representative.

**N. CONTRACT TIME**

1. The Contract Time for this project shall be 30 calendar days with the Contract Time beginning **10** calendar days after the contract is awarded to the successful Bidder by written Notice to Proceed by the County.
2. The Contract Time may be extended by mutual agreement of both parties.
3. No work is allowed on County designated holidays.

**O. LIQUIDATED DAMAGES**

1. The County will incur financial loss if the Work is not substantially complete by the date set forth in the Bid. The Contractor shall be liable for liquidated damages as specified herein.
  - (1) The Contractor will be charged \$300.00 per day liquidated damages for each day over the specified Contract Time unless good and sufficient justification can be shown for exceeding the Contract Time.
2. The County will have the sole authority to waive the enforcement of liquidated damages, if agreed by all involved parties.

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

**P. CONSTRUCTION METHODS AND PROVISIONS**

1. All materials used and all work completed shall meet all requirements specified in the latest editions of the FDOT Standard Index and FDOT Specifications.
2. Contractor is responsible for layout (County will furnish necessary survey information)
3. All testing will be the responsibility of Contractor and all testing cost shall be paid for by the Contractor.
4. The Contractor shall be responsible for locating and protecting any existing utilities or private improvements. When necessary, the Contractor shall be responsible for coordinating any and all necessary adjustments by others.

**Q. CONTRACT ADMINISTRATION AND PROJECT CLOSE-OUT**

1. Contractor shall submit a Schedule of Values, for review and approval by the County, prior to beginning construction. The County will approve a Schedule of Values that it determines is balanced and consistent with the Bid.
2. Payments to Contractor shall be based upon work completed and materials stored and shall be consistent with Item Bid Amounts and the submitted Schedule of Values.
3. The County shall require 10% retainage for all pay draw requests, which shall be paid in full to Contractor upon the County's acceptance of the completed work. Pay Draw requests shall be submitted to the County.
4. Contractor shall submit a number of shop drawings sets such that the County can retain two (2) record sets and the manufacturer and Contractor shall have a sufficient number of shop drawing sets for their purposes.
5. County acceptance of the project shall follow a final inspection with the Contractor and the County Representative with official acceptance indicated only by written correspondence from the County.
6. The County may enter into separate contracts with the Contractor at any time within the first 12 months following construction commencement, with said separate contract(s) based on the same Bid Item Unit Prices specified in the Bid, providing both parties agree.

**GENERAL Provision's**  
Nursery Blvd. Paving  
Baker County Project No. 2020-13

**R. MEASUREMENT AND PAYMENT**

Measurement of and payment for bid items shall be in accordance with FDOT Specifications unless otherwise noted in the Bid Documents, or, as noted in this section of the Bid Manual. In general, payment shall be made following County approval of pay applications and in accordance with County payment policies.

**Bid  
Item**

**Measurement and Payment for Baker County Project**

**1**

**Mobilization**

Measurement: Per FDOT Specifications, Section 101.

Payment: Incremental payments, not totaling more than the lump sum bid amount, shall be made based on the percent of Contract Time elapsed.

**2**

**Maintenance of Traffic**

Measurement: Per FDOT Specifications, Section 102.

Payment: Incremental payments, not totaling more than the lump sum bid amount, shall be made based on the percent of Contract Time elapsed.

**3**

**Asphaltic Concrete SP 12.5 (2.0")**

Measurement: Per FDOT Specifications, Section 334.

Payment: Incremental payments shall be made based on the weight in tons (2,000 lbs per ton) of asphaltic concrete pavement constructed during the pay application period.

**4-6**

**Painted Std Pavement Markings**

Measurement: Per completed linear foot.

Payment: Based on total in place footage.

**7**

**RPMs**

Measurement: Each

Payment: Based on total amount installed.

**8**

**Thermaplactic Strips**

Measurement: Each

Payment: Based on total amount installed.

# **APPENDIX A**

## **BID FORMS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## Bid Check List

The Bidder is to provide one (1) original and three (3) copies of the following documents in order to satisfy bid submittal requirements.

Document	Form Provided in Bid Manual	Check Below for Items Included
Bid (Bid and Bid Form)	Yes	<input type="checkbox"/>
Subcontractor Listing	Yes	<input type="checkbox"/>
Sworn Statement on Public Entity Crimes	Yes	<input type="checkbox"/>
E-Verify Form	Yes	<input type="checkbox"/>
Conflict of Interest Form	Yes	<input type="checkbox"/>
Drug Free Workplace Form.	Yes	<input type="checkbox"/>
Non-Collusion Affidavit	Yes	<input type="checkbox"/>
Proof of Insurance	By Bidder	<input type="checkbox"/>
Any other documents in accordance with specifications	By Bidder	<input type="checkbox"/>

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## Bid

**Bidding  
Company:** \_\_\_\_\_  
**Principal  
Bidder:** \_\_\_\_\_  
**Company  
Address:** \_\_\_\_\_  
\_\_\_\_\_

Bid Submittal Date: \_\_\_\_\_

Total Bid Amount in Figures: \_\_\_\_\_

\_\_\_\_\_

---

TO BAKER COUNTY:

We, the undersigned, hereby declare that:

1. no person or persons, firm or corporation, other than the undersigned, are interested, in this Bid, as Principals;
2. this Bid is made without collusion with any other person, firm, or corporation;
3. we have carefully, and to our full satisfaction, examined the General Provisions and form of Contract and Bond, together with Plans and Specifications and Notes;
4. we have made a full examination of the location of the proposed work and the sources of supply of materials, fully understanding that actual construction quantities may vary; and
5. we will fully complete all necessary work in accordance with the Plans and Specifications provided in the Bid Documents, within the time limits specified in this Bid, for the unit prices and total amounts specified on our submitted Bid.



**BID FORMS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

PROPOSAL  
OF

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)

FOR

Constructing one Box Culvert in Baker County, as shown on attached plans titled as  
Project Number: 2020-13  
(See attached plans)

Submitted \_\_\_\_\_ 20\_\_

TO THE COUNTY OF BAKER:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested, in this proposal, as principals, and that his proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the General Provisions and form of Contract and Bond, together with the Plans and Specifications and Notes, and that we have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the above stated Plans and the Specifications, and the requirements under them of the Engineer, within the time limit specified in this proposal for the following unit prices, to-wit:

The undersigned further agree(s) to perform all necessary work, as provided for in the General Provisions, and to execute the Contract and furnish proof of bond before beginning work, and to fully complete all necessary work under the same by 30 calendar days. It is understood and agreed that the date on which working days will begin to be charged to the project shall be 10 calendar days after the contract is awarded. The undersigned further agrees to furnish a sufficient and satisfactory bond in

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

the sum of not less than 100 percent of the contract price of the work as indicated by the approximate quantities shown herein.

The under signer further agree(s) to bear the full cost of maintaining all work until the final acceptance, as provided in the General Provisions.

I (we), the undersigned, hereby certify that I (we) have carefully examined the foregoing proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend and save harmless, the County against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

\_\_\_\_\_ (SEAL)  
Principal (Bidder)

By: \_\_\_\_\_ (SEAL)  
President or Vice President  
General Partner

General Partner

(Affix Corporate Seal)

INDIVIDUAL OR FIRM TRADING AS:

\_\_\_\_\_  
Principal (Bidder)

Signature: \_\_\_\_\_ (SEAL)  
addresses of each  
Individual or Owner

Witness: \_\_\_\_\_

PARTNERSHIP:

\_\_\_\_\_ (SEAL)  
Principal (Bidder)

Signature: (1) \_\_\_\_\_ (SEAL)  
Co-Partner or

Signature: (2) \_\_\_\_\_ (SEAL)  
Co-Partner or

Witness: (1) \_\_\_\_\_

Witness: (1) \_\_\_\_\_

Witness: (2) \_\_\_\_\_

Witness: (2) \_\_\_\_\_

(If Partnership, list names and  
Partner below.)

(If Joint Venture, use this space for  
additional  
Bidder)

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

Project: 2020-13  
Location: Nursery Blvd

Item No.	Approximate Quantities	Items or Lump Sum Price Bid (prices to be written in words)	Unit Prices in Figures	Amounts
1	1 ----- LS	Mobilization  _____ Dollars  _____ Cents		
2	1 ----- LS	Maintenance of Traffic  _____ Dollars  _____ Cents		
3	1,300 ----- tons	Asphaltic Con. Type SP 12.5 2.0" thick  _____ Dollars  _____ Cents		
4	9,400 ----- LF	Painted Std Yellow, Solid 6" Yellow  _____ Dollars  _____ Cents		
5	9,400 ----- LF	Painted Std White, Solid 6" white  _____ Dollars  _____ Cents		
6	24 ----- LF	Painted, Std. White Solid 24" Stop Line		
7	226 ----- Each	Retro-Reflective Pavement Markers  _____ Dollars  _____ Cents		
8	12 ----- Each	Sets of raised thermoplastic Rumble strips  _____ Dollars  _____ Cents		

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

<b>Total</b>		
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BOARD OF COUNTY COMMISSIONERS  
BAKER COUNTY, FL  
PROVISIONS, NOTES AND SPECIFICATIONS FOR ROAD RESURFACING  
PROJECT NO. 2020-13

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## 1. GENERAL

This project consists of furnishing all materials, equipment, labor and supervision To Pave along with Pavement Markings.

The governing specifications are the Florida Department of Transportation Standard Specifications (latest editions of the FDOT standard index and specifications), with any exceptions and/or additions as contained herein.

1. When the specifications refer to the State of Florida or officials of the state it shall be interpreted as the County Commissioners or their Authorized Representative.
2. Quantities of materials indicated in the bid proposal are approximate only and may be adjusted based on field conditions by the County Representative.

## 2. CONTRACT TIME

The contract time for this project shall be 30 days for completion. The contract time will begin 10 calendar days after the contract is awarded to the successful bidder by written notifications (Notice to Proceed).

## 3. BIDDER REQUIRMENTS

1. Contractor must be prequalified by FDOT as required by Statue 337.14(1) and Rule Chapter 14-22.
2. It is the bidder's responsibility to visit each location and to become familiar with each locations characteristics and limits.
3. Baker County reserves the right to reject any or all bids and to delete or add work from or to the contract.

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

4. One original and two copies of the completed and executed bid proposal shall be submitted in a sealed envelope as follows:

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

Time: \_\_\_\_\_

Location: 55 North Third Street  
Macclenny, FL 32063

Label: Nursery Blvd Paving, Project 2020-13

## 4. GENERAL SCOPE OF WORK

1. Generally, work Pave 0.90 miles with Pavement Markings. Contractor is to provide all necessary equipment, labor, and materials to complete this project.

## 5. CONSTRUCTION METHODS AND PROVISIONS.

1. All materials used and all work completed shall meet requirements as specified in the FDOT Standard Specifications. (latest editions of the FDOT standard specifications and standard index specifications)
2. All testing will be provided by Contractor at the Contractors Cost. Per FDOT current Specifications

## 6. CONTRACT ADMINISTRATION AND PROJECT CLOSE-OUT

1. Payments to contractor shall be based upon work completed and materials stored and shall be consistent with bid item values.
2. The county shall require 10% retainage for all pay draw requests, which shall be paid in full to contractor upon the county's acceptance of completed work.
3. County acceptance of the project shall follow a final inspection with the contractor and the county representative, with official acceptance indicated only be written correspondence from the county representative to the contractor

## 7. BID AWARD AND QUANTITIES:

1. Baker County retains the right to not award any bid.
2. Quantities are approximate only. Payment will be made by actual field measurements
3. It is the intent of this Bid to award project 2020-13 to the one contractor whom has the lowest responsive bid.

## **BID FORMS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

### ADDITIONAL NOTES:

MOT: the section of roadway that will be paved will be closed to traffic so the major concern with MOT will be at both ends of the project where it ties into CR-125 on one end and transitions back into the existing dirt road.. Base work will be provided by others.

Road total width to be paved 24ft

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## Bid (page 3 of 3)

The undersigned further agrees to perform all necessary work, as provided for in the General Provisions, to execute the Contract, to furnish proof of Bond before beginning work, and to fully complete all necessary work within **30** calendar days. It is understood and agreed that the Contract Time shall begin **10** calendar days after the contract is awarded. The undersigned further agrees to furnish a sufficient and satisfactory Contract Bond in the sum not less than 100 percent of the Contract Amount of the work as indicated by the approximate quantities shown herein.

The undersigned further agree(s) to bear the full cost of maintaining all work until final acceptance by the County, as provided in the General Provisions.

I, (We), the undersigned, hereby certify that I (we) have carefully examined the foregoing Bid after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend and save harmless, the County against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

**Bidding Company:** \_\_\_\_\_ **Type:** \_\_\_\_\_

**Principal Bidder:** \_\_\_\_\_ (signature) \_\_\_\_\_  
\_\_\_\_\_ (written) \_\_\_\_\_ date

**Attested By:** \_\_\_\_\_ (signature) \_\_\_\_\_  
\_\_\_\_\_ (written) \_\_\_\_\_ date

**Witness 1:** \_\_\_\_\_ (signature) \_\_\_\_\_  
\_\_\_\_\_ (written) \_\_\_\_\_ date

**Witness 2:** \_\_\_\_\_ (signature) \_\_\_\_\_  
\_\_\_\_\_ (written) \_\_\_\_\_ date

1. If corporation, affix corporate seal where provided.
2. If corporation, Principal Bidder shall be President or Vice President. Attested By shall be other Corporate Officer.
3. If Partnership, Bidder shall be Managing Partner. Attested By shall be Co-Partner or General Partner.
4. If Partnership, provide a list of names and addresses of all partners.
5. If Joint Venture, provide a list of names and addresses of all Joint Venture companies, names and addresses.
6. If Individual/Sole Proprietor, Bidder shall be individual/owner.

### Corporate Seal of Bidder

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# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## LIST OF SUBCONTRACTORS

Bidding Company: \_\_\_\_\_

Construction Discipline	Subcontractor Company	Subcontractor Address

Attached Pages for Additional Subcontractors If Necessary



# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER  
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity submitting sworn statement), whose business address is \_\_\_\_\_  
And its Federal Employee Identification Number (FEIN) is \_\_\_\_\_.  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ (print name),  
and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## Sworn Statement on Public Entity Crimes (page 2 of 3)

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## Sworn Statement on Public Entity Crimes (page 3 of 3)

by the Hearing Officer did not place the person or affiliate on the convicted bidder list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted bidder list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted bidder list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted bidder list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Date

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

PERSONALLY APPREAEED BEFORE ME

the undersigned authority, \_\_\_\_\_,

who, after first being sworn by me, affixed his/her signature in the space provided above on

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_.

Identification \_\_\_\_\_ type: \_\_\_\_\_ Notary \_\_\_\_\_ Public-State  
of \_\_\_\_\_ Printed, typed, or stamped  
commissioned name of notary public.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## E-Verify

Company/Entity: \_\_\_\_\_

Bid Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

The Company acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-verify system in accordance with the terms governing use of the system for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Baker County.

Company Representative: \_\_\_\_\_

Signature

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## CONFLICT OF INTEREST STATEMENT

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

Before me personally appeared \_\_\_\_\_  
(Affiant's written name)

who was duly sworn, deposes and states:

I am the \_\_\_\_\_ of \_\_\_\_\_  
(title) (entity)

with a local office in \_\_\_\_\_  
County & State

and a principal office \_\_\_\_\_  
County & State

The above named entity is submitting a Bid for the Baker County Board of County Commissioners for Baker County project number **2020-13**.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above-referenced Baker County project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Contract for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## Conflict of Interest Statement (page 2 of 2)

I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Baker County Board of County Commissioners.

I certify that no member of the entity's ownership, management or staff has a vested interest in any aspect of the Baker County Board of County Commissioners.

In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Baker County Board of County Commissioners.

DATED: this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Affiant's Written Name and Title

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

Before me personally appeared \_\_\_\_\_  
(Affiant's written name)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_.

Identification \_\_\_\_\_ type: \_\_\_\_\_ Notary Public-State  
of \_\_\_\_\_ Printed, typed, or  
stamped commissioned name of notary public.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## **BID FORMS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

### **DRUG-FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

---

(print or type name of company)

publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and that specifies actions that will be taken against violations of such prohibitions.

Further, that the published written statement includes the following.

- Informs employees about the dangers of drug abuse in the work place; the firm's policy of maintaining a drug-free working environment; available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free work place through the implementation of the drug-free workplace program.

**BID FORMS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

**Drug-Free Workplace Certificate** (page 2 of 2)

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”

DATED: this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Print or Type Company Name

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Affiant's Written Name and Title

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

Before me personally appeared \_\_\_\_\_  
(Affiant's written name)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_.

Identification \_\_\_\_\_ type: \_\_\_\_\_ Notary Public-State  
of \_\_\_\_\_ Printed, typed, or  
stamped commissioned name of notary public.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



# BID FORMS

Nursery Blvd Paving  
Baker County Project No. 2020-13

## NON-COLLUSION AFFIDAVIT

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

Personally appeared before me, \_\_\_\_\_  
(Affiant's written name)

who was duly sworn, deposes and states:

1. Bidder is \_\_\_\_\_ of \_\_\_\_\_  
(title) (company)

that has submitted the attached Bid"

2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or a sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Baker County Board of County Commissioners, Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**BID FORMS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

**Non-Collusion Affidavit** (page 2 of 2)

\_\_\_\_\_   
 Print or Type Company Name

\_\_\_\_\_   
 Affiant's Signature

\_\_\_\_\_   
 Affiant's Written Name and Title

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally Known \_\_\_\_\_ Or produced identification \_\_\_\_\_.

Identification \_\_\_\_\_ type:

\_\_\_\_\_ Notary Public-State  
of \_\_\_\_\_ Printed, typed, or  
stamped commissioned name of notary public.

My commission expires \_\_\_\_\_.

\_\_\_\_\_   
 Notary Public

# **APPENDIX B**

## **CONTRACT**

Nursery Blvd Paving  
Baker County Project No. 2020-13

Nursery Blvd Paving  
Baker County Project No. 2020-13

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the Baker County, Florida hereinafter called the County, and

\_\_\_\_\_ or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor;

WITNESSETH: That said Contractor agrees with said County, for the consideration herein mentioned, and at his, it's or their own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this Contract in the manner and to full extent as set forth in the attached special provisions, the Bid, the Bid Plans (Plans), and Bid Documents, and under security as set forth in the attached Contract Bond, all of which are hereby adopted and made a part of this Contract as completely as if incorporated herein, and to the satisfaction of the duly authorized County Representative, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under this Contract.

And the Contractor further agrees with said County for the sum mentioned that he, it or they shall indemnify, defend and save harmless the Florida Department of Transportation and the County of Baker from and against costs, expenses, damages, injury or loss to which the Florida Department of Transportation or the County may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence or default, including patent infringement on the part of the Contractor, his, it's or their agents or employees in the execution or performance of this Contract, including errors in plans furnished by the Contractor, and toward that end Contractor agrees to maintain at his, it's or their own cost and expense such insurance as will protect it from the claims under the Workmen's Compensation Act and from any other claims for property damage, personal injury and bodily injury including death, which may arise from operations under this Contract, whether such operations be by Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Contractor shall also maintain such insurance as will protect the County from any or all claims of property damage, personal injury and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the County and shall be subject to its approval for adequacy of protection.

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to this Contract with the County. Contractor shall also comply with Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida and is hereby made a part of this Contract. This provision requires the Contractor to give preference to the employment of state residents, in the performance of the work on this project if state residents have substantially equal qualifications to those of non-residents.

Nursery Blvd Paving  
Baker County Project No. 2020-13

**Contract** (page 2 of 2)

It is agreed that the work to be done under this Contract is for

In consideration of the foregoing premises, the County agrees to pay the Contractor for all items of work performed and materials furnished at the price of ~~\$XXX,XXX.XX~~, that may be adjusted for approved additions or deletions based on Bid Unit Prices and under conditions set forth in the contract documents.

Any other provisions of the contract or agreement (the Agreement) to which this document is attached to the contrary notwithstanding, the provisions hereof take precedence over the provisions of the Agreement regardless of whether the matters addressed herein are also addressed in the Agreement, and shall be deemed an integral part of the Agreement as if set forth therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, if provisions of the Agreement address a matter in a manner which results in a lower cost to the County than would prevail hereunder, then such provisions shall control and supersede the applicable provisions hereof. As used herein, the term "Contractor" means the vendor or other party to the Agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Baker County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the Agreement identifying such entity; and the term "Parties" means the County and the Contractor together.

1. As used in this paragraph, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Contractor under the Agreement; the term "Manager" means the County Manager of the County; the term "Paying Agent" means the agent of the County to whom Invoices must be submitted if identified in the Agreement, or, if not so identified, the County's Finance Director; the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent; and the term "Work" means the services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Agreement. All payments for the Work shall be made by the County in accordance with the Act. Upon receipt of a proper Invoice, the County shall have the number of days provided in the Act in which to make payment.

(a) Promptly upon receipt of an Invoice submitted under this paragraph, the County shall date stamp the same as received. Thereafter, the County shall review the Invoice and may also review the Work as delivered, installed or performed to determine whether the quantity and quality of the Work is as represented in the Invoice and is as required by this Agreement. If the Paying Agent determines that the Invoice does not conform with the applicable requirements of the Agreement or this paragraph or that the Work within the scope of the Invoice has not been properly delivered, installed or performed in full accordance with the Agreement, the Paying Agent shall notify the Contractor in writing within ten (10) days after the improper Invoice is received that the Invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the Invoice proper. The County shall pay each proper Invoice in accordance with the applicable provisions of the Act.

(b) By the submittal of an Invoice hereunder, the Contractor shall have been deemed to have warranted to the County that all Work for which payments have been previously received from the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Contractor or any other person or entity for failure to make payment.

Nursery Blvd Paving  
Baker County Project No. 2020-13

(c) The Parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If the dispute remains unresolved within thirty (30) calendar days following the Submittal Date, then the County shall schedule a meeting with the Manager and the Contractor's representative, to be held no later forty-five (45) calendar days following the Submittal Date, and shall provide written notice to the Contractor regarding the date, time and place of the meeting no less than seven (7) calendar days prior thereto. At the meeting, the Parties shall submit to the Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The Manager shall issue a written decision resolving the dispute within sixty (60) calendar days following the Submittal Date, and serve copies thereof on the Contractor's representative and the Paying Agent.

2. To the extent not otherwise expressly provided in the Agreement, any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.
3. To the extent not otherwise expressly provided in the Agreement, in the event the Agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.
4. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor.
5. To the extent not otherwise expressly provided in the Agreement, the County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor.
6. If and only if travel and per diem expenses are addressed in the Agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior, written approval of the County Manager or his or her designee is obtained.
7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.
8. With respect to any indemnification by the County provided under the Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

Nursery Blvd Paving  
Baker County Project No. 2020-13

9. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of the Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the Agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the Parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

12. PUBLIC RECORDS LAW: The Contractor acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Contractor acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Contractor covenants to comply with the Public Records Laws, and in particular to:

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County; and,
- (d) Upon completion of the Agreement, 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 services. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall 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 completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

13. The Contractor's failure to comply with the requirements of paragraph 12 shall be deemed a material breach of the Agreement, for which the County may terminate the Agreement immediately upon written notice to the Contractor.

14. The Contractor acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Contractor, require as follows:

Nursery Blvd Paving  
Baker County Project No. 2020-13

- (a) A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- (b) If the Contractor does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
- (c) If the Contractor fails to provide the public records to the County within a reasonable time, the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**15. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 259-3613, Sara Little [sara.little@bakercountyfl.org](mailto:sara.little@bakercountyfl.org), 55 NORTH 3<sup>RD</sup> STREET, MACCLENY, FLORIDA 32063.**

16. As used in this paragraph, the term "Statute" means Section 287.135, Florida Statutes; the term "Certification" means a certification submitted by the Contractor under subsection (5) of the Statute in connection with submitting a bid or proposal for the Agreement or entering into or renewing the Agreement; and the term "Qualified Contract" means a contract with the County for goods or services of \$1 million or more.

- (a) If the Agreement is a Qualified Contract entered into or renewed on or before September 30, 2016, then the County shall have the option of terminating the Agreement if the Contractor:
  - (i) is found to have submitted a false Certification;
  - (ii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
  - (iii) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.
  
- (b) If the Agreement is a Qualified Contract entered into or renewed on or after October 1, 2016, then the County shall have the option of terminating the Agreement if the Contractor:
  - (i) is found to have submitted a false Certification;
  - (ii) has been placed on the Scrutinized Companies that Boycott Israel List as referred to in subsection (2) of the Statute, or is engaged in a boycott of Israel as defined in subsection (1) of the Statute;
  - (iii) has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; or,
  - (iv) has been engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.



Nursery Blvd Paving  
Baker County Project No. 2020-13

County:

Baker County, Florida,  
by its Board of County Commissioners

\_\_\_\_\_  
\_\_\_\_\_, Chairman

Contractor:

ATTEST:

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

\_\_\_\_\_  
Sara Little, County Manager

**BAKER COUNTY:** \_\_\_\_\_ (Signature)  
Chairman of Board of County Commissioners

\_\_\_\_\_  
(Written)

**Affix County Seal:**

# **APPENDIX C**

## **SUPPLEMENTAL DOCUMENTS**

Nursery Blvd Paving  
Baker County Project No. 2020-13

