

**BAKER COUNTY CR125 WIDENING AND RESURFACING
SOUTH FROM SR121 TO SOUTH OF WOODLAWN
BAKER COUNTY PROJECT NUMBER: 2020-20
BIDDING / CONSTRUCTION DOCUMENTS**

Prepared for:

**BOARD OF COUNTY COMMISSIONERS
BAKER COUNTY, FLORIDA**
55 North Third Street
Macclenny, Florida 32087

Prepared by:

LOCKLEAR AND ASSOCIATES, INC.
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Gainesville, Florida 32606

Certificate of Authorization #30066

L&A Project No. 03000-286-19

October 2020

TABLE OF CONTENTS

DIVISION 0—BIDDING REQUIREMENTS

- 00100 ADVERTISEMENT FOR BID
- 00200 INSTRUCTIONS TO BIDDERS
- 00400 BID FORM AND SUPPLEMENTS
 - BID BOND
 - TABULATION OF SUBCONTRACTORS & SUPPLIERS
 - CONSTRUCTION CONTRACTOR'S QUALIFICATION STATEMENT FOR ENGINEERED CONSTRUCTION
 - FLORIDA TRENCH SAFETY ACT CERTIFICATION
 - SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
 - BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION, LAST THREE (3) YEARS
 - NONCOLLUSION AFFIDAVIT
 - DRUG FREE WORKPLACE CERTIFICATE

DIVISION 0—CONTRACTING REQUIREMENTS

- 00500 AGREEMENT
- 00600 BONDS AND CERTIFICATES
 - PERFORMANCE BOND
 - PAYMENT BOND

DIVISION 1—GENERAL REQUIREMENTS

- 01100 SUMMARY OF WORK
- 01200 MEASUREMENT AND PAYMENT
- 01300 CONTRACT ADMINISTRATION
 - NOTICE OF AWARD
 - NOTICE TO PROCEED
 - PARTIAL PAYMENT ESTIMATE
 - CONSTRUCTION CONTRACT CHANGE ORDER
 - CONSTRUCTION CONTRACT FIELD ORDER
 - CERTIFICATE OF SUBSTANTIAL COMPLETION

TECHNICAL SPECIFICATIONS

DIVISION 2—SITE WORK

02000 REFERENCED FDOT SPECIFICATIONS

APPENDICES

APPENDIX A BIDDING/CONSTRUCTION DRAWINGS

SECTION 00100
ADVERTISEMENT FOR BID

Project: Baker County CR125 Widening And Resurfacing
South From SR121 To South Of Woodlawn
Baker County, Florida
Project No. 2020-20

OWNER: Baker County
Board of County Commissioners
55 North Third Street
Macclenny, FL 32087
Telephone: (904) 275-3613

ENGINEER: Locklear and Associates, Inc.
4140 NW 37th Place, Suite A
Gainesville, Florida 32606
Telephone: (352) 672-6867

1.0 WORK DESCRIPTION

The Project is located in Baker County, Florida.

The Work is generally described as furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to provide the Owner with roadway improvements to Baker County CR125 Widening and Resurfacing South from SR121 To South of Woodlawn. The roadway improvements include resurfacing approximately 20,301 lf of roadway, side road turnouts and driveways, pavement striping and markings, and maintenance of traffic.

The governing specifications are the latest edition of the Florida Department of Transportation (FDOT) Standard Specifications, with any exceptions and/or additions as contained in the Bid Documents.

When the FDOT Standard Specifications refer to the State of Florida, or officials of the state, it shall be interpreted as Board of County Commission, Baker County, Florida (County) or their Authorized Representative (County Representative), respectively.

2.0 BIDDERS QUALIFIFCATIONS

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

The Contractor shall not be listed on the Lists 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.

3.0 INVITATION TO BID

Notice is hereby given that the Board of Commissioners, Baker County, Florida will receive sealed bids, submitted in **TRIPLICATE** (one original and two copies).

Bid Due Date: December 8, 2020 @ 11:00AM

At: Baker County Administration Building
55 North Third Street
Macclenny, Florida, 32063

Label: **BID ENCLOSED**
Baker County CR125 Widening and Resurfacing
Baker County Project No. 2020-20
Bidder Company
Bidder Address

Bid Documents will be opened **December 8, 2020 @ 11:01AM** and available to public inspection. Bidders may obtain complete sets of Bid Documents at www.bakercountyfl.org/purchasing. Please contact Sara Little at the Baker County Administration Office by telephone at (904) 259-3613 if you have any problems accessing the Bid Documents.

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, and to make the award in what is deemed to be in the best interest of the County.

END OF SECTION

SECTION 00200
INSTRUCTIONS TO BIDDERS

1.0 COPIES OF BIDDING DOCUMENTS

The following documents shall hereinafter be referred to as “Bid Documents”:

- (1) “Bid Manual, Baker County CR125 Widening and Resurfacing Project, Baker County Project Number 2020-20, which shall hereinafter be referred to as “Bid Manual;”
- (2) Bid (Bid Proposal, Bid Item Form, List of Subcontractors);
- (3) Bid Bond (completed form and acceptable instrument of payment);
- (4) Bid Plans “Baker County CR125 Widening and Resurfacing Project”
- (5) “Design Standards, For Design, Construction, Maintenance and Utility Operations on the State Highway System” (Florida Department of Transportation, latest edition), which shall hereinafter be referred to as “FDOT Standard Index;”
- (6) “Standard Specifications for Road and Bridge Construction” (Florida Department of Transportation, latest edition), which shall hereinafter be referred to as “FDOT Specifications;” and
- (7) Any revisions to any of the above referenced documents, up to Bid Date, shall represent “Addendums” to the Bid Documents and shall thereafter become part of the Bid Documents.

Complete sets of Bid Documents may be obtained from the County as stated in the Invitation to Bid. 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.

2.0 EXAMINATION OF DOCUMENTS AND PROJECT SITE

Bidders shall visit the site(s) and become familiar with the nature and extent of work to be performed and local conditions that may affect the work.

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.

Any questions regarding the Bid Documents may be directed, in writing, no later than **4:00 p.m. on November 18, 2020**. To: Mr. Nathan Dodge, P.E., Locklear & Associates, Inc. at Nathan@locklearconsulting.com .

3.0 BID PREPARATION

The Bid form is included with the Bidding Documents.

All blanks on the Bid form shall be completed by printing in written ink or by type and the Bid signed. A Bid price shall be indicated for each section, and unit price item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

Bid Unit Prices shall be specified numerically and Bid Item Amounts shall be specified numerically and alphabetically. In case of any discrepancies, numeric Bid Unit Prices shall govern for items paid for on a unit cost basis, and numeric Bid Item Amounts shall govern for items paid for on a lump-sum basis.

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.

All Bid Unit Prices requested on the Bid Item Form shall be provided in the Bid. Unless specified otherwise, quantities of materials indicated on the Bid may be adjusted by the County Representative based on field conditions and provided that such an adjustment is approved by the County Representative prior to the Contractor ordering or otherwise purchasing said materials.

No provisions will be made to adjust the Bid Unit Price on liquid asphalt.

A Bid by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown on the form.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A Bid by an individual shall show the Bidder’s name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

All names shall be typed or printed in ink below the signatures.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

The address and telephone number for communications regarding the Bid shall be shown.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located. The Bidder shall also be a state-certified Contractor in good standing and hold current registration with the Florida Construction Industry Licensing Board of the State Department of Professional Regulation. The type of license must be in a class that is related to the general nature of the construction to be performed on this project. The Bidder's State Contractor's license number for the State of the project shall be shown on the Bid form.

4.0 BID SUBMITTAL

Submit **three (3)** copies of the Bid (Bid, Bid Item Form and List of Subcontractors), Bid Bond and other documents, enclosed in a sealed envelope. The envelope shall be labeled as specified in Section 00100 of this Bid Manual.

Deposit Bid at the location designated in Section 00100 of this Bid Manual on or before the Bid Date (**December 8, 2020 @ 11:00AM**) for a Receipt of Bid as indicated in the Invitation to Bid. Bids received after the Bid Date (**December 8, 2020 @ 11:00AM**) will be returned unopened to the company name and address on the Bid Envelope.

5.0 BID SECURITY

Each Bid shall be accompanied by certified or cashier's check drawn on any State or National Bank in Florida, or an acceptable Bidders Bond, payable unconditionally to the County, in an amount of five percent (5%) of the amount of the total bid.

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.

Should a Bid Bond be used, acceptable Surety companies shall be determined from the latest United States Treasury Department's list of companies holding certificates of authority as acceptable Sureties on Federal Bonds.

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.

6.0 MODIFICATION AND WITHDRAWAL OF BID

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.

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.

7.0 OPENING OF BIDS

Bids submitted by the Bid Date will be opened publicly and read aloud at the time and place stated in the Advertisement for Bids.

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.

The County reserves the right to reject any or all bids, and to delete or add work from or to the contract.

8.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for the period of time stated in the Bid form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

9.0 CONTRACT AWARD AND EXECUTION

Until final award of 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 in whole or in part which is in the best interest of the County.

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.

Upon acceptance of a Bid and award of Contract, the successful bidder shall deliver the executed Contract, along with required bonds and any other items requested, to the County within ten (10) days. Failure to do so will be deemed as a breach of agreement by the bidder and result in forfeiture of bid security as described in this Bid Manual.

The successful contractor shall comply with Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida.

Failure on the part of successful bidder to execute the Contract as required or to perform under the Purchase Order will be cause for annulment of the award and, in the event of annulment of the award, the bidder shall forfeit the bid bond. The award may thereafter be made to the next lowest acceptable bidder, or the work re-advertised as the County may elect.

Contract Documents shall include:

- (1) Bid Documents.
- (2) Contract (executed).
- (3) Contract Bond Form.
- (4) Schedule of Values.
- (5) Additions and subtractions to the work specified in the Bid Documents.
- (6) Any change orders submitted by Contractor and approved by County.

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

10.0 CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth below:

The Contract Time for this project shall be **125** 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.

11.0 LIQUIDATED DAMAGES

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.

The contractor will be charged \$1,000.00 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.

The County will have the sole authority to waive the contract enforcement of liquidated damages.

12.0 SUBSTITUTE AND “OR-EQUAL” ITEMS

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

13.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

The Owner may require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement.

Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

14.0 CONTRACT SECURITY AND INSURANCE

When the Successful Bidder delivers the executed Agreement to Owner, all required payment and performance Bonds must accompany it.

15.0 SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreements as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten (10) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

END OF SECTION

SECTION 00400
BID FORM

PROJECT IDENTIFICATION: Baker County CR125 Widening and Resurfacing

CONTRACT IDENTIFICATION AND NUMBER: 2020-20

THIS BID IS SUBMITTED TO: Baker County

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

| <u>Addendum No.</u> | <u>Addendum Date</u> |
|---------------------|----------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

PRICE BID SCHEDULE:

| FDOT ITEM NUMBER | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | COST |
|------------------------|---|------|----------|--------------|------|
| 101-1 | MOBILIZATION (10%) | LS | 1 | | |
| 102-1 | MAINTENANCE OF TRAFFIC (10%) | LS | 1 | | |
| 104 | PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION | LS | 1 | | |
| 110-1-1 | CLEARING & GRUBBING (SHOULDER WORK) | AC | 3.7 | | |
| 160-4 | TYPE B STABILIZATION | SY | 6,152 | | |
| 285-704 | OPTIONAL BASE GROUP 4 (6" LIMEROCK) | SY | 4,956 | | |
| 286-1 | TURNOUT CONSTRUCTION (RESIDENCE DRIVEWAYS ONLY) | SY | 342 | | |
| 334-1-13 | SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (LEVELING COURSE) | TN | 1,900 | | |
| 334-1-13 | SUPERPAVE ASPHALTIC CONC, TRAFFIC C | TN | 4,600 | | |
| 339-1 | MISCELLANEOUS ASPHALT PAVEMENT | TN | 15.4 | | |
| 536-1-1 | GUARDRAIL- ROADWAY, GEN TL- 3 | LF | 300 | | |
| 536-7-2 | SPECIAL GUARDRAIL POST- SP STEEL POST CM | EA | 8 | | |
| 536-85-24 | GUARDRAIL END TREATMENT- PARA APP TERM | EA | 4 | | |
| 570-1-1 | PERFORMANCE TURF - SEED AND MULCH | SY | 7,200 | | |
| 570-1-2 | PERFORMANCE TURF - SOD | SY | 3,200 | | |
| 706-1-1 | RAISED PAVMT MARK, TYPE B W/O FINAL SURF | EA | 732.0 | | |
| 710-11- 101 | PAINTED PAVT MARK, STD, WHITE, SOLID, 6" | GM | 7.690 | | |
| 710-11- 125 | PAINTED PAVT MARK, STD, WHITE, SOLID, 24" | LF | 156 | | |
| 710-11- 201 | PAINTED PAVT MARK, STD, YELLOW, SOLID, 6" | GM | 2.434 | | |
| 710-11- 231 | PAINTED PAVT MARK, STD, YELLOW, SKIP, 6" | GM | 3.049 | | |
| | PERFORMANCE BOND (5%) | LS | 1 | | |
| | | | | | |
| | | | | TOTAL | |

| ADDITIONAL ALTERNATES | | | | | |
|-----------------------|--|------|----------|--------------|------|
| FDOT ITEM NUMBER | ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | COST |
| 101-1 | INCREASE TO MOBILIZATION (10%) | LS | 1 | | |
| 102-1 | INCREASE TO MAINTENANCE OF TRAFFIC (10%) | LS | 1 | | |
| 327-70-1 | MILLING EXISTING ASPH PAVT, 1" AVG DEPTH | SY | 2425 | | |
| 334-1-13 | SUPERPAVE ASPHALTIC CONC, TRAFFIC C | TN | 136 | | |
| | | | | | |
| | | | | TOTAL | |

Note: SY – Square Yards, LS – Lump Sum, ED – Each Day, EA – Each, LF – Linear Foot, AC – Acre, CY – Cubic Yard, TN – Ton, MG – Thousand Gallons, AS – Assembly, NM – Net Mile, GM – Gross Mile

BAKER COUNTY CR125 WIDENDING AND RESURFACING

TOTAL BID PRICE:

\$ _____

(use words)

(figures)

BAKER COUNTY CR125 WIDENDING AND RESURFACING

ADDITIONAL ALTERNATES BID PRICE:

\$ _____

(use words)

(figures)

Unit prices have been computed in accordance with Section 00200 Instruction to Bidders.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially complete within **110 calendar days** after the date when the Contract Times commence to run as provided in Section 00200 and completed and ready for final payment within **15 calendar days** after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Security in the form of a certified check or Bid Bond
- B. Tabulation of Subcontractors & Suppliers
- C. Bidder's Qualification Statement
- D. Florida Trench Safety Act Certification
- E. Public Entity Crimes Statement
- F. Statement of Disputes, Litigation & Surety Completion
- G. Noncollusion Affidavit
- H. Drug-Free Workplace Certificate

SUBMITTED on _____, 20_____.

State Contractor License No. _____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

_____ Phone No.:

_____ Fax No.: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____

(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

Date of Qualification to do business is _____

A Joint Venture

Joint Venturer Name: _____

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

BID BOND

Baker County CR125 Widening and Resurfacing Project Baker County Project No. 2020-20

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Bidding Company, and _____ as Surety, are held firmly bound unto the Board of County Commissioners, Baker County, Florida (hereinafter called the Board) in full and just sum of FIVE PERCENT (5%) of the actual Bid Amount of _____ dollars, in lawful money of the United States of America to be paid to the Board, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents:

WHEREAS, the said Principal is herewith submitting a Bid to the Board for constructing or otherwise improving miscellaneous public works repair projects in Baker County, particularly known as Baker County Project No. 2020-20, Baker County CR125 Widening and Resurfacing.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall execute a Contract and give a Contract Bond for the faithful performance thereof within ten (10) days after being notified in writing of the award of such Contract to Principal, or if the Surety shall pay the Board the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED AND DATED THIS _____ day of _____, 20_____

| | |
|--------------------------------|----------------------|
| 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

SURETY:

Name of Surety

By: _____ (Signature)

Agent or Attorney-In-Fact

(Written)

Countersigned: _____ (Signature)

Florida Resident Agent

(Written)

Witness 2: _____ (Signature)

(Written)

Corporate Seal of Surety

STATE OF FLORIDA, BAKER COUNTY

Before me, the undersigned authority, personally appeared _____, who being duly sworn, deposes and says that he is a duly authorized insurance agent, properly licensed under the laws of the State of Florida to represent _____ of _____, a company authorized to make corporate Surety Bonds under the laws of Florida, and that he has signed or counter-signed the above bond on their behalf.

Sworn and subscribed to before me this _____ day of _____, 20____,

Notary Public, State of Florida at Large.

My Commission expires: _____

NOTE: Surety must be company acceptable as Surety on Federal Bonds. Power of Attorney showing authority of Surety's Agent or Attorney-In-Fact shall be furnished. Affix Corporate Seals of Bidder (If a corporation) and Surety. Secretary or Assistant Secretary must attest signature of corporate officer.

BID PROPOSAL

Baker County CR125 Widening and Resurfacing Project
Baker County Project No. 2020-20

LIST OF SUBCONTRACTORS

Bidding Company: _____

| Construction Discipline | Subcontractor Company | Subcontractor Address |
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Attached Pages for Additional Subcontractors If Necessary

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to

By _____
(print this individual's name and title)

for _____
(print name of entity submitting statements)

whose business address is _____ and if applicable
whose Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions 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 to be provided to any public entity or any 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of public entity crime; or
 2. 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 for fair market value under an arm's length agreement, shall be a 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 36 months shall be considered an affiliate.

5. 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a 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 the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH

DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

County of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 200 by
_____, who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

(INSERT BIDDER'S STATEMENT OF DISPUTES, LITIGATION, ARBITRATION, AND SURETY COMPLETION LAST THREE (3) YEARS)

FORM 4 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____ ,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, 20_____.

Name of Organization: _____

Signed by: _____

Print Name _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public:

My Commission Expires:

(DRUG FREE WORKPLACE CERTIFICATE)

SECTION 00500

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, its 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, its 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, its 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.

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.

(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 than 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.

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:

- (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, 55 NORTH 3RD 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.

County:

Baker County, Florida,
by its Board of County Commissioners

_____, Chairman

Contractor:

ATTEST:

By:

Printed Name: _____

Sara Little, County Manager

BAKER

Chairman of Board of County Commissioners (Signature)

(Written)

Affix County Seal:

SECTION 00600
BONDS AND CERTIFICATES

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that,

We _____, (hereinafter called Contractor)
and _____, (hereinafter called Surety), are held firmly
bound unto the Board of County Commissioners, Baker County, Florida and their successors
in office (hereinafter called the Board), in the full and just sum of
_____ dollars (\$ _____)

in lawful money of the United States of America to be paid to the Board, to which payment
well and truly to be made we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally and firmly by these presents:

WHEREAS, the above-bounden Principal has subscribed to a Contract with the Board,
to bear the date of _____, 20____, for widening and resurfacing CR125 in Baker
County, particularly known as Baker County Project No. 2020-20 upon certain terms and
conditions in said Contract more particularly mentioned; and WHEREAS, is was one of the
conditions of said Contract that these presents shall be executed;

NOW, THEREFORE, the condition of this obligation is such that if the above bounden
Principal in all respects shall, comply with all the terms and conditions of said Contract, and his
obligations thereunder, including the Standard Specifications, Special Provisions, Proposal, and
Plans therein referred to and made a part thereof, and such alterations as may be made in said
Plans and Specifications, as therein provided for; and, further, if such Contractor shall promptly
make payment to all persons supplying labor, materials. equipment and supplies, used directly
or indirectly by the said contractor or any Subcontractor (s) in the prosecution of the work
provided for in said Contract, and promptly shall pay all State Workmen's Compensation and
Unemployment Compensation taxes incurred in the performance of the said contract, and shall
pay to the Board double any amount in money or property the Board may lose or be overcharged
or otherwise defrauded of by reason of any wrongful or criminal act of the Contractor, it's agents,
or employees, then this obligation to be void; otherwise, to be and remain in full force and virtue
in law.

AND FURTHER, that the Contractor will correct or replace any defective work or materials
discovered by the said County within a two year period from the date of acceptance of such
work or material by the County, then this obligation shall become null void; otherwise, it shall
be and remain in full force and effect.

WITNESS the signature of the Contractor and the signature of Surety by _____, its _____ (Agent or Attorney-In-Fact, or otherwise), with the seals of said Principal and Surety hereunto affixed this _____ day _____ of _____, 20__.

Contractor: _____

President: _____ (Signature)
_____ (Written)

Attested By: _____ (Signature)
_____ (Written)

Affix Contractor's Corporate Seal:

Surety: _____ By _____
_____ (Signature)
_____ (Written)

Affix Surety's Corporate Seal:

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact is to be attached.

SECTION 01100
SUMMARY OF WORK

1.0 THE WORK AND ITS PERFORMANCE

1.1 CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.2 GENERAL REQUIREMENTS

Unless otherwise specified on the construction drawings or specifications, all work and the quality of materials shall conform to the applicable sections of the latest edition of the Florida Department of Transportation (FDOT) “Standard Specifications for Road and Bridge Construction” and “Design Standards Index.”. Contractor shall retain on the job site copies of both standard FDOT documents. Basis of payment shall conform to Section 01200 of the General Requirements.

When the FDOT Standard Specifications refer to the State of Florida, or officials of the state, it shall be interpreted as Board of County Commission, Baker County, Florida (County) or their Authorized Representative (County Representative), respectively.

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

1.3 DESCRIPTION OF THE PROJECT

1.3.1 The Project title is “Baker County CR125 Widening and Resurfacing”.

1.3.2 The Work is generally described as furnishing all labor, materials, equipment, tools, transportation, services, and incidentals and performing all work necessary to provide the Owner with roadway improvements to Baker County CR125 Widening and Resurfacing South from SR121 To South of Woodlawn. The roadway improvements include resurfacing approximately 20,301 lf of roadway, side road turnouts and driveways, pavement striping and markings, and maintenance of traffic.

1.3.3 The specification divisions and drawings are an integrated part of the contract documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawing sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

2.0 WORKING HOURS

2.1 GENERAL

Work under this contract shall not be prosecuted on Sundays or on state and/or national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that situation. On weekdays and Saturdays, the workday shall be limited to daylight hours.

3.0 ABBREVIATIONS

3.1 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated. Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials (AASHTO)
Formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction (AISC)

American Iron and Steel Institute (AISI)

American National Standards Institute (ANSI)

American Standards Association (ASA)

American Society of Mechanical Engineers (ASME)

American Society of Testing and Material (ASTM)

American Water Works Association (AWWA)

American Welding Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc. (BOCA)

Construction Specifications Institute (CSI)

Federal Specification (FS)

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge

Construction, Latest English Edition (Standard Specifications)

FDOT Roadway and Traffic Design Standards Latest English Edition (FDOT Index)

National Bureau of Standards (NBS)

National Electrical Manufacturer's Association (NEMA)

National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standard Building Code (SSBC)

Underwriters' Laboratories, Inc. (UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

END OF SECTION

SECTION 01200
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 INTENT

A completed, quality project, as intended by the general nature of the drawings and specifications, shall be produced whether or not any particular wording or direction is inadvertently omitted. Pay items listed on the Bid Form are for comparison of bids and may be used as a method of determining the value of work performed for partial payment requests.

1.02 LUMP SUM QUANTITIES

Contractor shall be solely responsible for determining the quantities of each lump sum pay item necessary to complete the Work as required by the Contract Documents. When lump sum items are broken into components, the sum of the components shall be the total Contract Price for the Work. The lump sum price stated on the Bid Form shall constitute full compensation for each pay item completed in accordance with the drawings and specifications. No other payments will be made to the Contractor except as specifically authorized by change order.

PART 2 PAY ITEM DESCRIPTIONS

Following are general descriptions of bid items for the various projects. A bid item may be included on one or more projects. Likewise, a bid item may not be included on one or more projects.

2.01 MOBILIZATION

Measurement: Work under this Bid Item shall be completed throughout the duration of the project and shall include the mobilization of all equipment, material and personnel and all other costs incurred by the Contractor for getting to the job site and withdrawing from the job site after the completion of the project.

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for all materials, labor, and equipment required to complete the work indicated on the Plans. Incremental payments for this Bid Item shall be made based on the percent of Contract Time elapsed.

2.02 MAINTENANCE OF TRAFFIC

Measurement: Work under this Bid Item shall be completed throughout the duration of the project and shall include the maintenance of traffic flow through or around construction, and shall include, but not be limited to, temporary pavement, providing access to driveways, construction signage, barriers, barricades, flagmen, portable continuous message system, lighting, temporary pavement markings, etc....

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for all materials, labor, and equipment required to complete the work indicated on the Plans. Incremental payments for this Bid Item shall be made based on the percent of Contract Time elapsed.

2.03 PREVENTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION

Measurement: Quantity shall include all temporary erosion control devices required within the limits of work indicated on the Plans.

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for all costs associated with construction and routine maintenance of temporary erosion control devices within the limits of work indicated on the Plans.

2.04 CLEARING AND GRUBBING

Measurement: Quantity shall include clearing, grubbing and disposal of all debris necessary to prepare the areas as designated within the limits of work indicated on the Plans.

Payment: Payment will be measured at the Bid Unit Price per acre specified in the Bid Item Form and will be full compensation for all costs associated with debris removal and disposal within the limits of work indicated on the Plans.

2.05 TYPE B STABILIZATION

Measurement: Quantity shall include all Type B Stabilization material required to provide a firm and unyielding subbase, having the required bearing value for designated portions of the roadbed, within the limits of work indicated on the Plans.

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for all costs associated with stabilization of designated portions of the roadbed within the limits of work indicated on the Plans.

2.06 OPTIONAL BASE GROUP 4 (6" Limerock)

Measurement: Quantity shall include all Optional Base Group 4 material required to provide a firm and unyielding base for designated portions of the roadbed, with limits of work indicated on the Plans.

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for all costs associated with furnishing, spreading and compacting all Optional Base Group 4 material for designated portions of the roadbed, with limits of work indicated on the Plans.

2.07 TURNOUT CONSTRUCTION (Residence Driveways Only)

Measurement: Quantity shall include all base material for turnouts excluding asphalt surface material required to provide a firm and unyielding base for designated portions of the turnouts, within the limits of work indicated on the Plans.

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for all costs associated with furnishing material, placing, compacting and finishing of base, within the limits of work indicated on the Plans.

2.08 MILLING EXISTING ASPHALT PAVEMENT (1" Average Depth)

Measurement: Quantity shall include the plan quantity area over which milling is completed and accepted within the limits of work indicated on the Plans.

Payment: Payment will be made for the Bid Unit Price per square yard specified in the Bid Item Form and will be full compensation for all costs associated with hauling off and stockpiling or otherwise disposing of the milled material within the limits of work indicated on the Plans.

2.09 SUPERPAVE LEVELING COURSE SP 9.5 @ 75 LBS/SY

Measurement: Quantity will be the actual tons of SP 9.5 asphaltic leveling course required to provide a uniformly-sloped structural pavement course for designated roadway areas, with limits of work indicated on the Plans.

Payment: Payment will be full compensation for the actual number of tons of SP 9.5 leveling course, applied at a rate of 75lbs/SY, measured at the Bid Unit Price per ton, which shall include costs for furnishing, spreading all material, prime coats, tack coats, cover material for prime coats and all other materials, labor, and equipment necessary to construct the leveling course work as indicated on the Plans.

2.10 SUPERPAVE ASPHALTIC CONCRETE SP 9.5 (Traffic C 1-1/2")

Measurement: Quantity will be the actual number of square yards of 1-1/2 inches of SP 9.5 asphaltic pavement required to provide a smooth and uniformly-sloped finish surface course for designated roadway areas, with limits of work indicated on the Plans.

Payment: Payment will be full compensation for the actual number of square yards of 1-1/2 inches of SP 9.5 asphaltic concrete, measured at the Bid Unit Price per square yard, which shall include costs for furnishing, spreading all material, prime coats, tack coats, cover material for prime coats and all other materials, labor, and equipment necessary to construct the asphalt surface work as indicated on the Plans.

2.11 PERFORMANCE TURF – SEED AND MULCH

Measurement: Quantity will be the actual number of square yards of performance turf of each type required to complete work indicated on the Plans.

Payment: Payment will be full compensation for the actual number of square yards of each type of performance turf measured at the Bid Unit Price per square yard, and shall be full compensation for all costs, which shall include costs for furnishing and installing grass seed, sod and hydroseeding mixtures, watering, mowing and reapplication (if necessary) as may be required to complete the work indicated on the Plans.

2.12 PERFORMANCE TURF - SOD

Measurement: Quantity will be the actual number of square yards of sod required to complete work indicated on the Plans.

Payment: Payment will be full compensation for the actual number of square yards of sod measured at the Bid Unit Price per square yard, and shall be full compensation for all costs, which shall include costs for furnishing and installing sod, watering, mowing and reapplication (if necessary) as may be required to complete the work indicated on the Plans.

2.13 REFLECTIVE PAVEMENT MARKERS

Measurement: Quantity will be the actual number of raised pavement markers required to complete work indicated on the Plans.

Payment: Payment will be full compensation for the actual number of raised pavement markers measured at the Bid Unit Price per pavement marker (each) and shall be full compensation for all costs, which shall include costs for the number of markers which are satisfactorily installed within the limits of work indicated on the Plans.

2.14 TRAFFIC MARKINGS

Measurement: Quantity will be the actual linear feet of permanent traffic markings per FDOT Index 17346 for each size and type of marking and as required to complete work indicated in the contract Documents.

Payment: Payment will be full compensation for the actual number of linear feet of each size and type of traffic markings per FDOT Index 17346, measured at the Bid Unit Price per linear feet, each or gross mile and shall be full compensation for all costs, which shall include costs for furnishing and installing paint and all materials, labor, and equipment required to complete the work as indicated in the plans.

2.15 PERFORMANCE BOND

Measurement: Quantity will be the actual cost for Contractor to secure the Performance Bond.

Payment: Payment will be made for the lump-sum Item Bid Amount specified in the Bid Item Form and will be full compensation for the documented price of securing the required Performance/Payment Bond. Payment for this Bid Item shall not exceed five (5) percent of the Total Bid Amount (not including the cost of the Bond). Incremental payments for this Bid Item shall be made based on the percent of Contract Time elapsed.

END OF SECTION

SECTION 01300
CONTRACT ADMINISTRATION

4.0 PROGRESS SCHEDULES

4.1 GENERAL

This article sets forth procedures for preparation and submittal of construction progress schedules and periodic updating.

4.2 FORMAT

Contractor shall prepare schedules as a time scale logic diagram and bar chart, unless otherwise approved by Engineer. Each major portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch by 17-inch paper.

4.3 CONTENT

Contractor shall show complete sequence of construction by activity, with dates for beginning and completion of each element of construction and provide sub-schedules to define critical portions of entire schedule. Schedules shall also show accumulated percentage of completion of each item, and total percentage of work completed, as of the first day of each month.

4.4 REVISIONS TO SCHEDULES

Contractor shall indicate progress of each activity to date of submittal, and projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. Contractor shall also provide narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including effect schedule changes on other contractors.

4.5 SUBMITTALS

Contractor shall furnish Engineer five (5) copies of revised progress schedules with each Application for Payment in addition to the number required by Owner.

5.0 SHOP DRAWINGS

5.1 GENERAL

This article sets forth procedures for preparation and submittal of shop drawings. Contractor shall allow ten (10) days for Engineer's review of shop drawings. Contractor shall not fabricate related work, except at his own risk, until approved by Engineer.

5.2 COMPLIANCE TO SPECIFICATIONS

Shop drawings and submittals shall accurately and completely indicate compliance with every aspect of the drawings and/or specifications relating to the respective items. Contractor shall enumerate in the submittal and associated transmittal correspondence, each and every feature specifically addressed in the respective drawings and/or specifications, and he shall call out and completely describe any exceptions to the drawings and/or specifications which he wishes to have accepted. Failure to completely identify the submitted item's compliance or exception to specified features will be grounds for automatic rejection of the submittal. Engineer's review or acceptance of any submittal, which contains a deviation(s) from the drawings and/or specifications not clearly and specifically called out and described in the submittal and associated transmittal correspondence shall not constitute approval of that portion(s) of the submittal containing the deviation(s). Should Contractor prepare, and Engineer accept, any deviation to the drawings and/or specifications, all necessary design, equipment, installation modifications and additional cost of same shall be the sole responsibility of Contractor.

5.3 MATERIALS AND EQUIPMENT

Materials and equipment are specified by a single or by multiple manufacturers to indicate quality, material, and type of construction desired. Manufacturer's product as shown on the drawings has been used as basis for design; it shall be Contractor's responsibility to ascertain that alternate manufacturer's products meet detailed specifications and that size and arrangement of equipment is suitable for installation.

5.4 REQUESTS FOR SUBSTITUTION

All requests for substitution shall clearly and specifically indicate any and all differences or omissions between the products specified as basis of design and the product proposed for substitution. Data shall include but not be limited to differences as follows for both the specified and substituted products:

- A. Principle of operation
- B. Materials of construction or finishes
- C. Thickness or gauge of materials
- D. Weight of item
- E. Deleted features or items
- F. Added features or items
- G. Changes in other work caused by the substitution

5.5 ENGINEER'S RIGHTS

If the substitution contains differences or omissions not specifically called to the attention of Engineer, Engineer reserves the right to require equal or similar features to be added to the substituted product at Contractor's expense.

5.6 ACCEPTANCE

Before delivery of materials and equipment, certified copies of all test reports specified in the individual sections of the specifications or referenced standards shall be submitted for approval.

5.7 CERTIFICATE OF COMPLIANCE

Contractor shall submit certification from the manufacturer attesting that materials and equipment to be furnished for the Project comply with the requirements of the specifications and of the referenced standards. Preprinted certifications will not be acceptable; certifications shall be original. The certification shall not contain statements that could be interpreted to imply that the product does not meet all requirements specified; such as, "as good as," "achieve the same end use and results as materials formulated in accordance with the referenced publications," or "equal or exceed the service and performance of the specified material." The certification shall simply state that the product conforms to the requirements specified.

5.8 SUBMITTALS

Contractor shall furnish Engineer five (5) copies of all required shop drawings. Engineer shall retain five (5) copies for internal use. Copies required by Contractor shall be provided in addition to the five (5) specified.

6.0 PHOTOGRAPHIC RECORD

6.1 GENERAL

Contractor shall employ a competent photographer to take construction record photographs during the Work.

6.2 REQUIRED PHOTOGRAPHS

- A. Provide photographs of at least twelve (12) views of the Project site taken prior to any construction and prior to each scheduled Application for Payment.
- B. Provide up to twelve (12) additional photographs of views randomly selected by Owner's and Contractor's representative, taken prior to any construction and prior to each scheduled Application for Payment. Provide two (2) prints, 8-inch x 10inch, color, double-weight paper, smooth glossy finish of each photograph. Include negative in negative envelope for each print.

- C. In addition to other photos, a narrated videotape, VHS format, recording of at least fifteen (15) minutes shall be taken prior to construction and at the time of Substantial Completion.
- D. In addition to the photos accompanying Application for Payment, Contractor shall provide photographs to be taken for unusual conditions during construction. The photographs shall show pertinent physical features of construction. Two (2) 8-inch x 10-inch prints of all pictures shall be submitted.
- E. All prints shall be captioned on the face of the print with the Project name and number, date and pertinent information describing the view.

6.3 SUBMITTALS

Contractor shall furnish Engineer with required photographs to accompany each Application for Payment.

7.0 APPLICATION FOR PAYMENT

Contractor shall furnish Engineer five (5) copies of Application for Payment.

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.

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.

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.

County acceptance of the project shall follow a final inspection with the Contractor, the County Representative with official acceptance indicated only by written correspondence from the County.

The County may enter into separate contracts with the Contractor that is awarded this Bid at any time within the first 12 months following construction commencement for this contract for the same Bid Unit Prices, providing both parties agree.

8.0 PROGRESS MEETINGS

Progress meetings will be organized and conducted by Owner and Engineer at least once a week to discuss the progress of the Work. Contractor and his subcontractors, whom he deems necessary,

shall attend these meetings. The frequency of the meetings may, at Engineer's discretion, be increased if the progress of the Work is not satisfactory or if coordination problems should arise.

9.0 RECORD DOCUMENTS

9.1 GENERAL

This article details Contractor's minimum requirements for maintenance and recording of record documents as specified in the General Conditions.

9.2 MAINTENANCE

Contractor shall label and file record documents and samples in accordance with the corresponding specification section number. Each document shall be labeled "PROJECT RECORD" in neat, large, printed letters. Record documents shall be maintained in a clean, dry and legible condition. Record documents shall not be used for construction purposes.

9.3 RECORDING

Contractor shall record construction information as follows:

- A. Record and update daily "as-built" information from field notes and on set of opaque drawings, provided by Owner and to the satisfaction of Engineer.
- B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.
- C. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.
- D. Record Drawings: The construction drawings shall be marked to reflect:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 3. Field changes of dimension and detail.
 - 4. Changes made by Modifications.
 - 5. Details not on original construction drawings.

9.4 SUBMITTALS

At Contract closeout, Contractor shall transmit Record Documents and samples with cover letter to Engineer, listing:

- A. Date
- B. Project title and number
- C. Contractor's name, address, and telephone number
- D. Number and title of each Record Document
- E. Signature of Contractor or authorized representative

END OF SECTION

SECTION 2000
REFERENCED FDOT SPECIFICATIONS

I. The referenced Florida Department of Transportation Standard Specifications that apply to this project include the following sections along with sections referenced within these sections:

- 100 Construction Equipment – General Requirements
- 101 Mobilization
- 102 Maintenance of Traffic
- 104 Prevention, Control and Abatement of Erosion and Water Pollution
- 105 Contractor Quality Control General Requirements
- 107 Litter Removal and Mowing
- 110 Clearing and Grubbing
- 160 Stabilizing
- 162 Prepared Soil Layer
- 210 Reworking Limerock Base
- 230 Limerock Stabilized Base
- 285 Optional Base Course
- 300 Prime and Tack Coats
- 320 Hot Mix Asphalts – Plant Methods and Equipment
- 327 Milling of Existing Asphalt Pavement
- 330 Hot Mix Asphalt – General Construction Requirements
- 334 Superpave Asphalt Concrete
- 337 Asphalt Concrete Friction Courses
- 425 Inlets, Manholes, and Junction Boxes
- 570 Performance Turf
- 706 Raised Pavement Markers and Bituminous Adhesive
- 710 Painted Pavement Markings

- A. Where the referenced FDOT Specifications cite “the Department”, this shall be modified to “the Owner and/or the Engineer” by this contract.
- B. Payment for this project is on a Lump Sum Basis in accordance with the Bid Form. The FDOT sections defining the Basis of Payment shall be apply only when unit prices are invoked per the Bid Form.
- C. Additional requirements superseding the applicable portions of the above FDOT Standard Specifications are provided in the subsequent sections of these Technical Specifications.
- D. Two original certified reports shall be submitted for all material testing requirements referenced in the FDOT Standard Specifications.

II. Deviations from FDOT Pavement Testing Requirements

- A. Two original certified reports shall be submitted for asphalt lots based on the Master Production Range Table.
- B. Contractor shall supply an approved mix design as per FDOT Section 334-3
- C. For compacting mixture, the contractor shall use FDOT Section 330-7.
- E. The Contractor shall provide the Engineer with asphalt density reports based on one randomly located core per day's production.
- F. Protection of Final surface shall be per FDOT Section 330-10.
- G. The Engineer reserves the right to test any portion of the roadway at any time.
- H. Asphalt spread rates, tack and temperature will be kept by the person responsible for quality control, and may be checked by the project's resident observer at any time.

III. Additional Environmental Requirements

- A. Protection of Natural Resources
 - 1. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed be preserved in their existing condition or be restored to an equivalent or improved condition, as determined by the Engineer, upon completion of the work. The Contractor shall confine his construction activities to areas defined by the work schedule, Drawings, and these Specifications.
 - 2. Land Resources: Except in areas indicated to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy trees or shrubs. No ropes, cables, or guys shall be fastened to or attached to any existing trees for anchorages unless specifically authorized by the Engineer. Where such special emergency use is permitted, the Contractor shall be responsible for any damage resulting from such use.
 - a. The Contractor shall include in the environmental protection plan the steps for protecting existing trees which are to remain and which may be injured, bruised, defaced, or otherwise damaged by construction operations. Rocks that are displaced into uncleared areas shall be removed and disposed of by the Contractor.
 - b. Repair or Restoration: All trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be repaired and/or restored to their original condition at the

Contractor's expense. The Engineer shall approve the repair and/or restoration prior to its initiation and upon completion.

- c. Temporary Construction: The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and all other vestiges of construction. Temporary roads, parking areas, and similar temporary use areas shall be graded in conformance with surrounding areas and shall be tilled and sodded, unless within areas specified to be otherwise landscaped or developed. Sodding shall include topsoil and/or nutriment as necessary to establish a suitable stand of grass.

3. Water Resources

- a. All work under this contract shall be performed in such a manner that any adverse environmental impact to water resources, where applicable, is reduced to a level that is acceptable to the applicable environmental agencies and the Owner.
- b. Oily and Hazardous Substances: Special measures shall be taken at all times to prevent oily and/or other hazardous substances from entering the ground, drainage areas, or bodies of water. Environmental requirements for the prevention of oil spill are contained in EPA 40 CFR 112.

4. Fish and Wildlife Resources: The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife, except as may be indicated or specified.

5. Historical and Archaeological Resources: All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Owner and the Engineer for determination of actions to be taken.

B. Control and Disposal of Solid, Hazardous, and Sanitary Wastes

1. General: Wastes generated by the Contractor shall be picked up and placed in containers provided by the Contractor which are emptied on a regular schedule at the expense of the Contractor. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. On completion, the areas shall be left clean and natural looking. All signs of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated.

2. Disposal of Rubbish and Debris: The Contractor shall dispose of all waste in a manner that complies with federal, state, and local requirements. The Contractor shall have a copy of state and/or local permit or license that reflects such agency's approval and his compliance with their solid waste disposal regulations. All waste material generated by the Contractor shall be disposed of offsite at a permitted disposal facility at the expense of the Contractor. The Contractor shall provide the permit or license and the location of the disposal area used by the Contractor to the Engineer prior to transportation and disposal of any material.
 3. Sewage, Odor, and Pest Control: Sewage shall be disposed of through connection to municipal, district, or station sanitary sewerage systems. No substances shall be disposed of to a sewerage system that will interfere with treatment plant operation, in accordance with EPA 40 CFR 403. Where such systems are not available, chemical toilets or comparably effective units shall be used with wastes periodically emptied into municipal, district, or station sanitary sewerage systems. Provisions shall be made for pest control and elimination of odors.
 4. Hazardous Waste: Hazardous waste shall be handled, stored, manifested, and disposed of in accordance with federal, state, and local regulations. All hazardous waste generated on an activity must be identified as being generated under the activity "EPA Hazardous Waste Generator Number" for manifesting purposes.
- C. Dust Control: Dust shall be minimized at all times, including nonworking hours, weekends, and holidays. Soil at the site, haul roads, and other areas disturbed by the Contractor's operations shall be sprinkled or treated with water, as necessary, to control dust.
- D. Noise: The maximum use of "low-noise-emission products" as certified by the EPA shall be made when available. No blasting or use of explosives will be permitted.

END OF SECTION