

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2016-01

County Road 341S – SW Sister's Welcome Road

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received in the Columbia County Manager's office until **11:00 A.M.** on **February 19, 2016**, for Columbia County Project No. **2016-01**. This office is located on the second floor of the Courthouse Annex at 135 Hernando Avenue, Room 203 Lake City FL 32055.

This project consists of approximately 26,250 LF, or 4.8 miles of total project length, to include:

1. Milling and Resurfacing of approximately 3.9 miles of 24' wide (2 – 12' lane) rural roadway
2. Milling existing asphalt pavement for approximately 0.9 miles at a depth of 4", also mix in place (10" full depth reclamation) remaining asphalt with the addition of 4" limerock, and placement of new asphalt pavement in two layers (structural and surface).

Scope of work includes milling, limerock, mixing, grading, asphaltic concrete pavement, erosion control, grading, guardrail, painted pavement markings, and incidental items.

The Bid Forms and Construction specifications may be obtained from the County's web site at <http://www.columbiacountyfla.com/PurchasingBids.asp>. Deadline for questions regarding construction plans, specifications, and/or bid documents must be received before **11:00 A.M.** on **February 17, 2016**.

The successful bidder will be required to furnish the County Manager with a bid bond, performance bond, and proof of liability insurance prior to commencing work.

The Columbia County Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

Columbia County Board of County Commissioners

Bucky Nash, Chair

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PROJECT NUMBER 2016-01

County Road 341S – SW Sister’s Welcome Road

BID PROPOSAL

THE UNDERSIGNED hereby propose to furnish all materials, labor and supervision for the construction of the subject project including conformance with the construction requirements and specifications for the following unit prices:

	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1		
2	Maintenance of Traffic	LS	1		
3	Silt Fence	LF	3800		
4	Milling - +/- 1.5"	SY	45500		
5	Milling - +/- 4"	SY	27300		
6	Mixing Existing Pavement, 10" Depth	SY	14900		
7	Limerock Base (3" loose measure)	CY	1300		
8	Grading and Finishing Mixed Base	LS	1		
9	Asphaltic Conc. SP 12.5 165 lbs/sy Structural	TN	1250		
10	Asphaltic Conc. SP 9.5 165 lbs/sy Surface	TN	6010		
11	Asphaltic Conc. SP 12.5 275 lbs/sy Structural	TN	1700		
12	Miscellaneous Asphalt Pavement	TN	7		
13	Resurfacing - Paved County Intersections	TN	300		
14	Construction - Unpaved County Intersections	SY	360		
15	Shoulder Rework	LS	1		
16	Borrow	CY	1500		
17	End Anchorage Assembly - Flared	EA	2		
18	End Anchorage Assembly - Fleat 350	EA	2		
19	Sod - Bermuda	SY	6800		
20	See and Mulch	LS	1		
21	Painted Pavement Markings	LS	1		
				TOTAL:	

CONTRACTOR INITIAL: _____

PAY ITEM NOTES

Item 2 - Shall include all elements required per FDOT standards and include temporary centerline/stop bar delineation at all non working times, stationing/existing profile/offsets, and any edge of pavement reclamation where required.

Item 3 - Shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

Item 4 & Item 5 - Contractor to match slopes in curved sections and widened turnlane sections and provide 2% cross slopes in tangent sections of roadway as directed by the Engineer. Contractor shall deliver millings to Columbia County Public Works Site, off CR 25A, at Columbia County Parcel #19-3S-17-05099-000.

Item 6 - Average depth shall be 10" and shall be achieved with a milling machine or engineer approved equivalent.

Item 7 – Shall include 3" limerock, loose measure, placed by mechanical spreader before mixing begins.

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Item 8 - Includes all construction layout required, shaping, compacting, finishing, and priming before placement of asphalt.

Item 10 - Shall place 165 lb/sy of SP 9.5 asphalt on all existing paved county intersections.

Item 14- Shall include 8” compacted subgrade, 6” of limerock base, and 165 lb/sy of SP 9.5 asphalt on all existing non paved county intersections as directed by the engineer.

Item 15 – Shall include mixing and shaping of shoulders in mixed portion of project to prepare for grassing placement.

Item 16 – Shall be placed at the direction of the engineer.

Item 18 – Includes cost to place Fleet 350 type end treatments on guardrail terminations.

Item 19 – Includes cost to place 42” sod strip along edge of pavement in mixed portion of the project and in areas directed by the engineer.

Item 20 - Shall be placed at all disturbed areas not sodded, as directed by the engineer.

Item 21- Shall include striping the roadway back to existing layout and shall include stop bars at all stop conditions, centerline/edge line striping (2 coats each), and RPM’s throughout.

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS. ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

Company Name: _____ **(SEAL)**

**Authorized
Company
Representative:**

Printed Name

Signature

Attested By:

Printed Name

Signature

Total Bid Amount: _____

Date: _____

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General Requirements

I. General.

This project consists of approximately 26,250 LF, or 4.8 miles of total project length, to include:

1. Milling and Resurfacing of approximately 3.9 miles of 24’ wide (2 – 12’ lane) rural roadway
2. Milling existing asphalt pavement for approximately 0.9 miles at a depth of 4”, also mix in place (10” full depth reclamation) remaining asphalt with the addition of 4” limerock, and placement of new asphalt pavement in two layers (structural and surface).

Once mixing begins within the Mixing/Full Depth Reclamation (FDR) section, the Contractor shall be allowed 10 days to complete the structural course of the same section.

II. Contract Time

The contract time shall be 90 calendar days from the date of contract execution. Liquidated damages shall be \$300.00 per day. No work is allowed on Saturdays, Sundays, and/or County designated holidays.

Columbia County will perform necessary signalization tasks for projects. In order for Columbia County to replace loops removed by contractor during milling/mixing process, the contractor will provide a minimum of 2 weeks separation between structural course and surface course of asphalt.

III. Construction and Materials

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction

IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed between the hours of **8:30 A.M. to 4:30 P.M.** only.

All construction signage shall be provided by the contractor.

CENTERLINE DELINEATION SHALL BE REQUIRED AT ALL NON-WORKING TIMES.

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V. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage.

Purchasing Department – General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material or county use.
 - F. The ability of bidder to provide future maintenance
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.

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11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture’s current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be

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rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.

21. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
22. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
23. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
24. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
25. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
26. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
27. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
28. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.

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29. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
30. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
31. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
32. If the bidder proposes to furnish any item of foreign make or product, he shall write “foreign” together with the name of the originating country opposite such item on a proposal.
33. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
34. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
35. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
36. Any bidder affected adversely by an intended decision with respect to the award of any

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bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

37. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
38. Vendor/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the County.
39. Contractor shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor’s responsibility to ensure all addendums are used in the bid submittal.
40. Any existing materials demolished within county right of way may be retained by Columbia County.

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CONTRACT PLANS

CR 341 - SW SISTER'S WELCOME RD.

FINANCIAL PROJECT I.D. = 432599-1-54-01
 COLUMBIA COUNTY ACCOUNT NO. = 303-5403-541.60-63
 COLUMBIA COUNTY PROJECT NO. 2016-01

GOVERNING STANDARDS AND SPECIFICATIONS

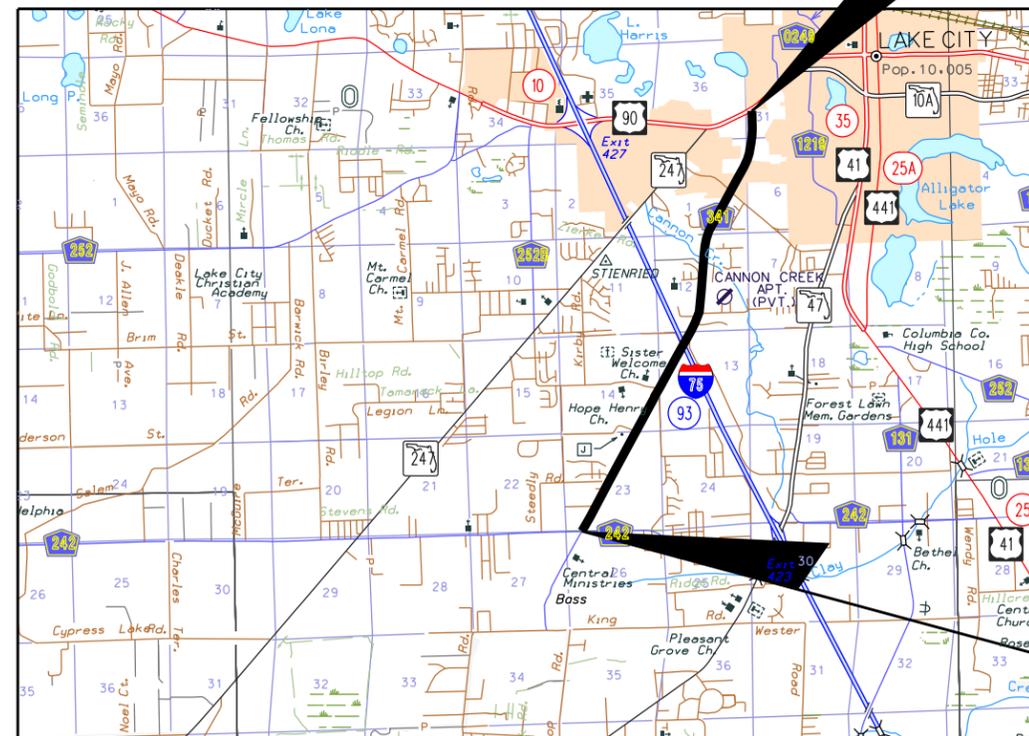
Florida Department of Transportation, 2015 Design Standards and revised Index Drawings as appended herein, and July 2015 Standard Specifications for Road and Bridge Construction, as amended by contract documents.

Design Standards can be downloaded at <http://www.dot.state.fl.us/rddesign/>

Standard Specifications can be downloaded at <http://dot.state.fl.us/specificationsoffice/>

END PROJECT
 STA 263+01.57

SHEET NO.	SHEET DESCRIPTION
1	Cover Sheet
2	Key Sheet
3	Typical Section



LENGTH OF PROJECT = 25301 LF = 4.79 Miles

BEGIN PROJECT
 STA 10+00.00

Engineer of Record

Chadwick W. Williams, P.E.
 P.E. No.: 63144

REVISIONS	
DATE	DESCRIPTION
2015-12-04	1ST SUBMITTAL

COLUMBIA COUNTY
 BOARD OF COUNTY
 COMMISSIONERS

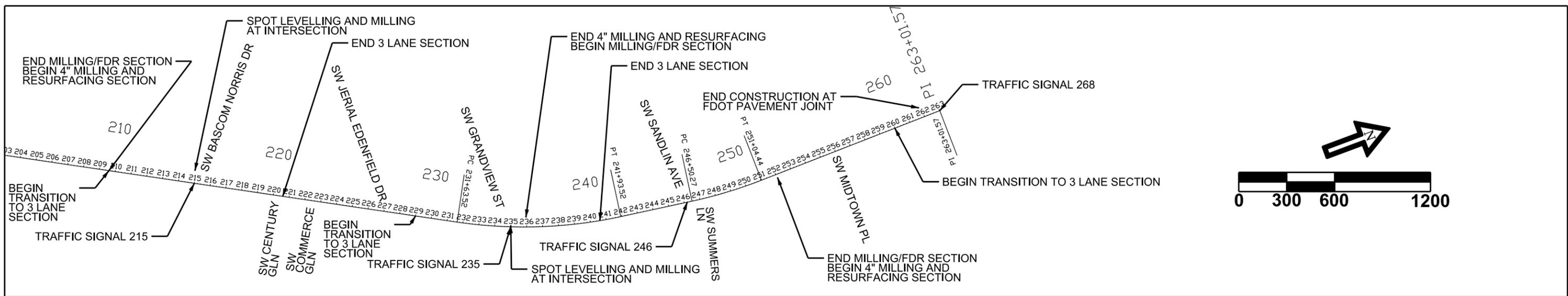
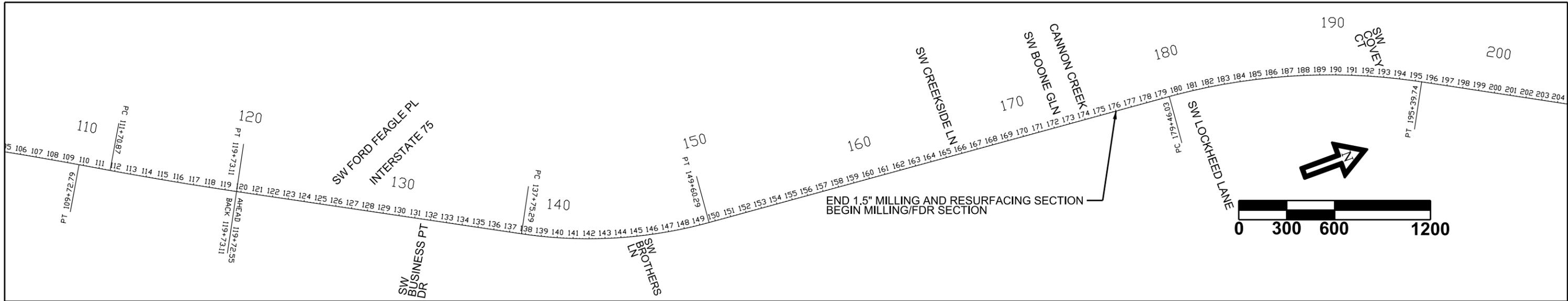
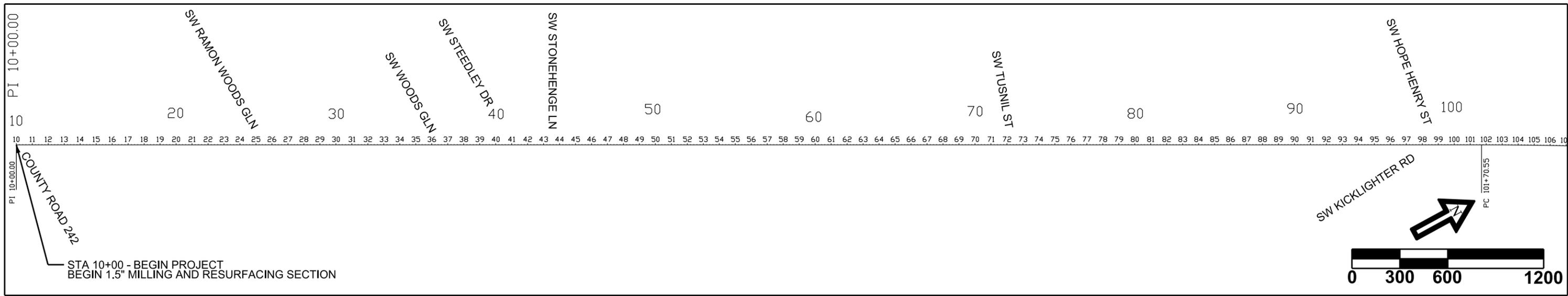


CR 341
 SW SISTER'S WELCOME RD

COVER SHEET

SHEET NO.

1



NOTE:
STATIONING IS ESTIMATED. EXACT LOCATIONS
WILL BE DETERMINED BY THE COUNTY ENGINEER
DURING CONSTRUCTION

REVISIONS	
DATE	DESCRIPTION

COLUMBIA COUNTY
BOARD OF COUNTY
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CR 341
SW SISTER'S WELCOME RD

OVERALL SITE PLAN

SHEET NO.

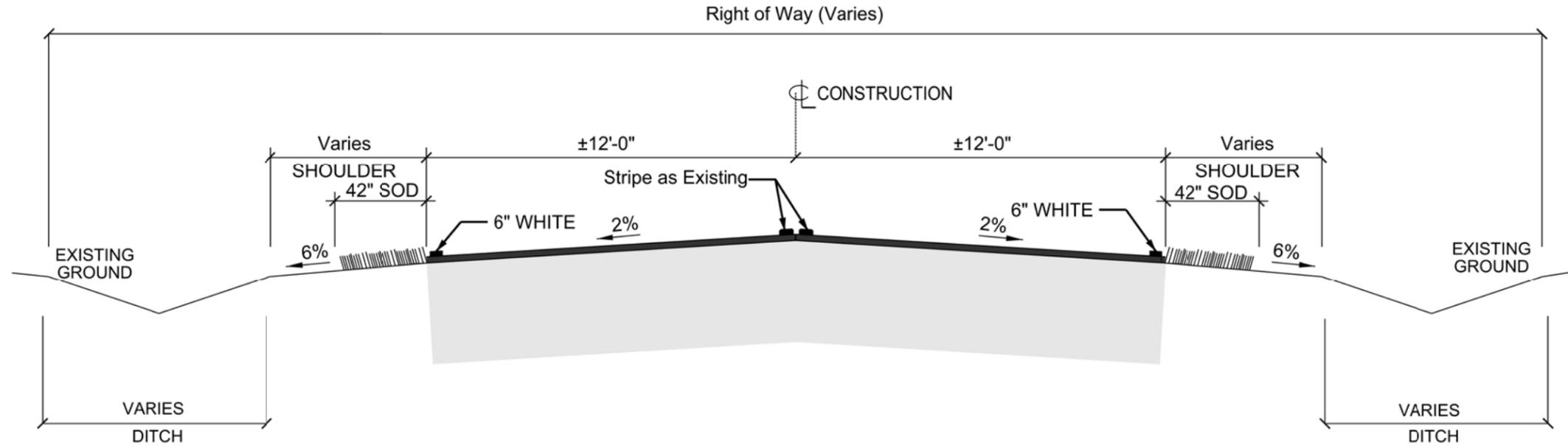
2

**TYPICAL ROAD SECTION - N.T.S.
MILLING AND RESURFACING**

-  Existing Roadway Section
-  Proposed Pavement

STA 10 to STA 176
Milling Depth = +/- 1.5"
SP 9.5 Surface Course (165 lbs/sy)

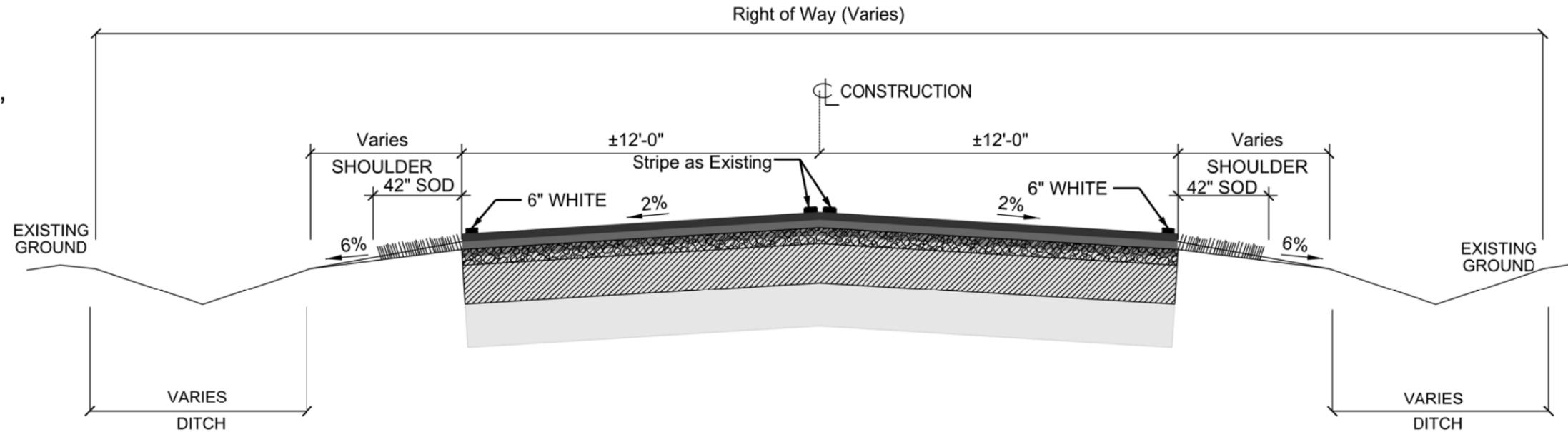
STA 210 to STA 236
STA 252 to STA 262
Milling Depth = +/- 4"
SP 9.5 Surface Course (165 lbs/sy)
SP 12.5 Structural Course (275 lbs/sy)



**MILLING, FULL DEPTH RECLIMATION,
AND RESURFACING**

TYPICAL ROAD SECTION - N.T.S.
STA 176 to STA 210
STA 236 to STA 250

-  SP 9.5 Surface Course (165 lbs/sy)
-  SP 12.5 Structural Course (165 lbs/sy)
-  Full Depth Reclamation (FDR) - +/- 10"
-  Limerock Placement - 3" Loose Measure
-  Milling Section - +/- 4"
-  Existing Roadway Section



NOTE:
STATIONING IS ESTIMATED. EXACT LOCATIONS
WILL BE DETERMINED BY THE COUNTY ENGINEER
DURING CONSTRUCTION

NOTES:
1. Sod as directed by Engineer
2. Seed and Mulch all disturbed areas not sodded

REVISIONS	
DATE	DESCRIPTION

COLUMBIA COUNTY
BOARD OF COUNTY
COMMISSIONERS



CR 341
SW SISTER'S WELCOME RD

OVERALL SITE PLAN
AND TYPICAL SECTIONS

SHEET NO.

3

COLUMBIA COUNTY, FLORIDA

ROADWAY CONSTRUCTION CONTRACT

Enter ProjectName

Pavement Rehabilitation and Resurfacing

THIS AGREEMENT is entered in and effective as of the ____ day of _____, 2016, by and between **COLUMBIA COUNTY, FLORIDA**, (“County”), with its principal place of business located at 135 NE Hernando Avenue, Lake City, Florida 32055, and its mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, **AND, CONTRACTOR**, a Florida corporation, (“Contractor”), whose mailing address is Contractor Address, its successors and assigns.

WHEREAS, County has accepted the bid proposal of Contractor for the Pavement Rehabilitation and Resurfacing of **Enter ProjectName**, Columbia County Project No. Enter Project # (herein “the project”); and

WHEREAS, the parties wish to memorialize the County’s acceptance of Contractor’s bid, and the specific terms and conditions of the agreement between the parties as set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and the mutual covenants, rights and responsibilities set forth herein as well as other good and valuable consideration which the parties acknowledge, they agree as follows:

1. **RECITALS**: The recitals set forth herein are true and correct.
2. **SCOPE OF WORK**: Contractor agrees with County, for the consideration herein mentioned, and at its own proper cost and expense, to do all the work and furnish all materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Project Bid, specifications, proposal and the accompanying plans, and the notes as attached to plans, all of which are hereby adopted and to the satisfaction of the duly authorized representative of the County who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

3. **CONTRACT PRICE:** The County agrees to pay Contractor for the strict performance of its work as described herein the total sum of CONTRACT AMOUNT (**CONTRACT AMOUNT**) DOLLARS as provided in Contractor's bid proposal to County. This sum shall include all permits, fees, inspection costs and other taxes required by any division of the federal, state or local government, subject to addition and deductions for changes in the work as may be agreed upon, in writing, between the parties. Payment of the total sum shall be made in accordance with the Project Bid and documents.

4. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and shall, at its sole cost and expenses and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work. Contractor shall have sole responsibility for the means and methods of performing the work required under this agreement. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the contract documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

5. **INSPECTION AND TESTING:** All work and materials shall be subject to inspection and approval by the County or its designee or other representative. Approval by the County of work, materials and other items inspected or reviewed shall not relieve Contractor of responsibility of complying with the terms and conditions of this agreement.

6. **DEVIATIONS AND SUBSTITUTIONS:** Contractor shall not deviate from the plans and specifications for the project without the prior written consent of the County or its representative. Contractor shall identify any variations from specifications on any specific items. Failure to identify any variations shall be interpreted to mean that the equipment, fixture or material meets all of the requirements of the specifications. Any additional costs to the County as a result of such changes or substitutions or the selection of options or alternates shall be borne by Contractor who shall indemnify and hold the County harmless from claims for additional costs.

7. **TIME IS OF THE ESSENCE:** Contractor shall initiate its work when directed to proceed by the County and shall thereafter proceed and complete performance of the work promptly, diligently and in such a manner and sequence as to permit completion of the project within the time provided by the agreement, including the specifications.

Time is of the essence in the performance of the obligations of Contractor, and should Contractor in any way cause delay resulting in loss or damage to the County or any loss or damage for which the County may become liable, Contractor and its surety, if any, shall be liable for such and shall indemnify and hold the County harmless therefrom to the fullest extent permitted by law.

8. **TIME EXTENSION:** Should Contractor's performance of this agreement be delayed or disrupted by any acts of the County or other subcontractors of the County, or force majeure, or

availability of materials as approved by the County representative, Contractor may receive an equitable extension of time for the performance of this agreement but shall not be entitled to any increase in the agreement price or to damages or additional compensation as a consequence of such delays or interruptions.

9. **PAYMENT TERMS:**

a. Based upon applications for payment submitted to the County and certificates of payment issued by Contractor, subject to verification thereof by County and its representatives, the County shall make progress payments on account of the contract sum to Contractor as provided herein and elsewhere in the project documents. Application for payment shall be on a form approved by the County or its project representative which will include a breakdown showing the value of each phase of work in relation to the total contract price and include the date of the application.

b. The terms of each payment shall be net 30 days from receipt of the application for payment approved by the County's representative. Each application for payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payments of invoices timely submitted and approved will be monthly. The County shall be entitled to a 10% retainage, and final payment shall not be due until Contractor has submitted and filed its contractor's affidavit that all subcontractors and suppliers of labor and materials or services to the project have been paid in full. Lien releases shall be obtained from any subcontractor or supplier which have provided notice to the County.

c. Upon receipt of payment from the County for work performed by Contractor, Contractor shall in turn and in the same manner make payment to its suppliers and subcontractors upon payment to Contractor for work performed and materials furnished by said suppliers and subcontractors and to the extent of their respective interests therein. All material and work covered by payments shall become the property of the County, but this provision shall not relieve Contractor from the sole responsibility for all work and material upon which payments have been made. Contractor agrees that as a condition precedent to receiving partial payments from the County for work performed pursuant to this agreement, Contractor shall execute and deliver to County with its request for partial payment as above provided, a full and complete release of all claims and causes of action Contractor may have or claim to have against County through the date of execution of said release, save and except for those claims which Contractor shall specifically list on said release and described in a manner sufficient for the County to identify such claim or claims with certainty.

10. **RETENTION:** Notwithstanding any all provision of this agreement, it is agreed that the County shall retain 10% of the amount due Contractor as progress payments or under partial payment estimates for work performed by Contractor until final completion and acceptance of Contractor's work by the County.

11. **GROUNDS FOR WITHHOLDING PAYMENT/NOTIFICATION:**
The County may withhold from progress payments an amount sufficient to protect the County because:

- a. Defective work has not been remedied.
- b. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier.
- c. It is alleged that Contractor has failed to make payments properly to its subcontractors or for labor, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of Contractor's work or Contractor fails or refuses to produce proof requested by the County that such payments have been made.
- d. There exists reasonable doubt that Contractor's work can be completed for the unpaid balance of the contract price.
- e. There exists reasonable doubt that Contractor's work will be completed on schedule or in compliance with the schedule.
- f. Contractor is not satisfactorily prosecuting the work of this agreement.
- g. A petition for bankruptcy or reorganization has been filed by or against Contractor.
- h. Any other material breach of this agreement by Contractor which has not been cured after reasonable notice from the County thereof.

Amounts as are then due shall be paid or credited to Contractor when Contractor removes the above grounds for withholding payment.

12. **JOINT PAYMENT:** The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

13. **CONDITIONS PRECEDENT TO FINAL PAYMENT:** All conditions of this contract which apply to partial payments shall also apply to final payments. Request for final payment must, if requested by County, be accompanied by written release of the County of all claims arising by virtue of this contract and an affidavit by Contractor that all labor, material and other bills have been paid. Final payment by the County shall not be construed as acceptance of defective work or improper materials. County, in its sole discretion, may require a consent of surety with power of attorney from Contractor's surety consenting to final payment, and shall be conditions precedent to the making of final payment by the County to Contractor.

14. **PAYMENT AND PERFORMANCE GUARANTEES:**

- a. As a condition precedent to the award of this contract agreement to Contractor by

County, Contractor shall maintain in full force and effect during the term of agreement a good, sufficient and acceptable 100% performance bond and a 100% payment bond on a form approved by the County, written by a surety company acceptable to the County. The cost of the bond required herein is included in the contract price.

b. No change, alteration or modification in or deviations from this agreement or the contract documents shall release or exonerate in whole or in part any surety on any bond given in connection with this agreement. The County shall not be under any obligation to notify the Surety or Sureties of any such change. Any increase in the contract amount shall automatically result in a corresponding increase in the penal amount of the bonds without notice to or consent from the Surety, such notice and consent being hereby waived. Decreases in the contract amount shall not, however, reduce the penal amount of the bonds unless specifically provided in said change order increasing or decreasing the scope of work.

15. **INSURANCE**: Contractor shall purchase and maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this agreement whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor, including Contractor's subcontractors, or by anyone for by whose acts any of them may be liable:

a. Claims under workers' compensation as required by state law, disability benefit and other similar employee benefit acts which are applicable to the work to be performed. Contractor will require all his subcontractors to have and provide proof of workers' compensation insurance.

b. Claims for damages, other than to the work itself, because of injury to or destruction to tangible property including loss of use thereof.

c. Claims for damages because of bodily injury or death or any personal property damage arising out of the ownership, maintenance or use of any motor vehicle.

d. Commercial general liability insurance.

Before starting the work, Contractor shall furnish a Certificate of Insurance on Contractor's insurance carrier's standard form, and, if requested by the County, copies of, all insurance policies in duplicate to the County office. All policies are to be written through a company duly authorized to transact that class of insurance in the State of Florida, and shall be with insurance companies acceptable to the County. The workers' compensation and employer's liability policies shall contain waivers of subrogation in favor of the County. The Certificates of Insurance and policies for the commercial general liability and business automobile liability policies shall name the County as additional insured, shall be endorsed to be primary and noncontributory to any insurance which may be maintained by or on behalf of Contractor; shall be on an "occurrence" basis and shall include "Limits Apply Per Project" with respect to the commercial general liability coverages. Contractor's certificate shall further provide that insurance will not be canceled or changed prior to at least thirty (30) days' written notice to County.

Commercial general and automobile liability insurance as required herein shall be written for not less than the following limits of liability or as required by the bid documents, whichever is greater:

- e. Commercial general liability \$1,000,000 each occurrence and \$2,000,000 general aggregate.
- f. Commercial automobile coverage shall include \$2,000,000 bodily injury each/person occurrence, and property damage aggregate for this project, combined single limits.
- g. Umbrella excess liability each occurrence and aggregate \$5,000,000.

16. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

b. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

(1) the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;

(2) liability to County resulting from Contractor's failure to comply with applicable licensing requirements;

(3) any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or non performance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or

entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

(4) liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

c. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

d. Neither final payment by County nor acceptance of the work performed by Contractor shall constitute a waiver of the foregoing indemnities and duty to defend, and notwithstanding any other provision contained in this contract agreement, the provisions of this Article shall survive the termination of the contract agreement for any reason whatsoever.

17. **WARRANTIES AND GUARANTEES:** Unless a longer period is provided in the contract documents, or by law, Contractor shall repair or replace at its own expense and at the convenience of County, any defects in workmanship or materials discovered within one year from the date of written acceptance of the work by County and its representative. Contractor and its surety shall remain liable to County for any defects or alleged defects, whether patent or latent, in materials or workmanship attributable to or caused by Contractor's work was not performed in accordance with the contract documents, such liability and responsibility to remain for so long a period of time as permitted by law.

In any event Contractor and/or its surety shall pay for all damage to the project resulting from defects in the work and expenses necessary to remove, replace and/or repair the work and any other work which may be damaged in removing or repairing the work.

18. **ACCESS TO BOOKS AND RECORDS:**

a. Contractor shall permit access to its books, records and accounts by representatives of the County for purposes of investigation to ascertain compliance with this

agreement when reasonably necessary. In the event of Contractor's noncompliance with the equal employment opportunity laws, this contract may be terminated for default.

b. Records of costs incurred and payments made under the terms of this agreement shall be maintained by Contractor and made available upon request to County at all times during the term of this agreement and for five (5) years after final payment is made. Copies of these documents and records shall be forwarded to the County upon request. Records of costs incurred include County's general accounting records and the project records, together with supporting documents and records of second party and all subcontractors performing work on the project, and all other records of Contractor and subcontractors which may be necessary for audit purposes and public records required by Chapter 119, Florida Statutes. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor in conjunction with this agreement. Such records shall be maintained by Contractor for a minimum of five (5) years after final payment is made under this agreement.

19. **CHANGES AND EXTRA WORK:** Contractor recognizes that the County or its authorized representative shall be the binding and final authority on the interpretation of the plans and specifications. Contractor shall be bound by all interpretations of the County or its authorized representative.

(a) The County may at any time, unilaterally or by agreement with Contractor, without notice to the sureties make changes in the work covered by this agreement. Any mutual agreement must be agreed upon in writing signed by the parties.

(b) When the County requests a proposal, Contractor shall submit change order proposals within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, in a form acceptable to the County. The quotation shall be supported by a cost breakdown which shall include a quantity survey, unit prices and unit labor hours, markup for overhead and profit and other information as requested by County.

(c) Upon written direction by the County, Contractor specifically stating that an equitable adjustment in contractor price will be made, Contractor shall proceed with specified extra work or changes so as not to delay the work. Contractor shall submit an estimate for the extra work or changes within seven (7) calendar days, unless a shorter time is specified elsewhere in the Agreement, of receipt of the directive.

(d) Unless otherwise stated in the Contract Documents, the sum to be paid to Contractor, including for its combined overhead and profit for additive changes shall be the cost of the change.

20. **CONTRACTOR/COUNTY DISPUTES:** In the event of any dispute involving the work performed or to be performed, County shall issue a written decision or written directive which shall be followed by Contractor, without interruption, deficiency, or delay. If Contractor does not agree with such decision, Contractor may make a claim pursuant hereto and the matter shall be resolved as set forth below.

a. Under this contract, Contractor shall not have the right to compensation to satisfy any claim for additional compensation or costs incurred as a result of costs, liabilities, or debts of any kind whatever from any act or omission attributable to County unless Contractor has provided notice to the County or its representative within 10 days after Contractor learns of the event giving rise to the claim allowing County a reasonable time to cure any act or omission giving rise to the claim, and County determining that a claim for such additional compensation or costs exist, and if reasonably possible the detail claim therefor.

b. Notwithstanding anything in the contract documents to the contrary, County, Contractor and Contractor's surety agree that all claims, disputes and other matters in controversy between County and Contractor arising out of or relating to the contract or the breach thereof unless otherwise mutually agreed by the parties, shall be submitted through litigation to the appropriate forum in Columbia County, Florida, determination in accordance with the laws of the State of Florida. Columbia County, Florida shall be the sole and exclusive venue for any such dispute resolution or legal action.

c. Unless otherwise agreed in writing by the parties, Contractor shall carry on the work and maintain its progress during any litigation or mediation proceedings and County shall continue to make payments to Contractor in accordance with the contract documents.

21. **DEFAULT AND TERMINATION:**

a. **Termination for Cause:** If, in the opinion of County or its representative, Contractor at any time refuses or neglects to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fails in any respect to prosecute the work with promptness and diligence, or causes by any actor omission the stoppage or delay of or interference with the work of any other contractors on the project, or fails in the performance of any of the agreements on its part contained herein, County shall be at liberty, if Contractor has failed to cure such default within three days' following written notice to Contractor, mailed or delivered to the last known address of the latter, to provide through itself or through others, any such labor or materials, and to deduct the cost thereof from any money due or thereafter to become due to Contractor under this Agreement, and County shall also be at liberty to terminate all or part of Contractor' right to proceed with the said work and to enter on the premises and take possession, for the purpose of completing the work included in this agreement, of all materials thereon, and to employ any other person or persons to finish the work, and to provide materials therefor. Contractor shall not be entitled to receive any further payment under this agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this agreement shall exceed the expense incurred by County in finishing the said work, such excess shall be paid by the County to Contractor; but if such expense shall exceed such unpaid balance, then Contractor shall pay the difference to County. The expense incurred by County shall include the cost of furnishing materials and of finishing the work, and any damage incurred through the default of Contractor.

It is recognized that if Contractor is adjudged a bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Contractor's performance of this agreement. Accordingly, it is agreed that upon the occurrence of such event, County shall be entitled to request of Contractor or its successor in interest adequate assurance of

future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle County to terminate this Agreement and to the accompanying rights set forth above. In all events, pending receipt of adequate assurance of performance and actual performance in accordance therewith, County shall be entitled to proceed with the work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be back-charged against the contract sum hereof.

In the event Contractor is terminated by County for any reason, Contractor agrees that any and all subcontracts or purchase orders which may have covering the work which is the subject of this agreement may, at County's option, be fully assigned by Contractor to County upon written notice to such subcontractors and vendors by County; and Contractor shall include in such subcontracts and purchase orders appropriate language to such effect.

b. **Other Remedies for Default Other Than Termination:** Should Contractor (a) fail to correct, replace and/or re-execute faulty or defective work and/or materials furnished under the contract; (b) fail to complete or diligently proceed with this contract within the time required by County; (c) fails to correct or repair any damage to the work caused by Contractor, or those for whom it is responsible, or by virtue of Contractor's failure to protect its work; (d) refuse or fail to provide sufficient properly skilled workers, adequate supervision or materials; or (e) otherwise be in default of any provision of this contract or the contract documents, then County, upon three (3) days prior written notice to Contractor, shall have the right to correct, replace or otherwise remedy any such defects, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Contractor's work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the contract and the contract documents. In such event, County may deduct and withhold from payments then or thereafter to become due Contractor the cost of correcting such deficiencies, plus overhead of fifteen percent (15%) to cover costs not readily ascertainable and not as a penalty. If payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to the County.

c. **Remedies Cumulative:** No right or remedy in this contract is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. **MISCELLANEOUS:**

a. **Legal fees:** If one party to this Agreement institutes litigation or mediation with the other party, arising out of the terms and conditions of this agreement, or performance under this agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and consultant's fees. The parties agree that the fee award need not be computed in accordance with any court schedule, but shall be such as to fully reimburse all fees actually incurred in good faith, it being the intention of the parties to fully compensate for all fees paid or incurred in good faith. The prevailing party is that party receiving substantially the relief sought, whether by way of settlement, award or judgment.

b. **Notices:** All notices, consents, requests or other communications hereunder

shall be in writing, unless otherwise expressly provided to the contrary and shall be deemed to have been made or given when mailed, delivered, telegraphed or transmitted as electronic facsimile to the other party at the address noted in the Contract. Either party may designate a different address by notice given to the other.

c. Severability: If any clause or provision of the contract documents should be determined to be illegal, invalid or unenforceable under present or future laws effective during the term of the contract, then and in that event, it is the express intention of the parties hereto that the remainder of the contract documents shall not be affected thereby, and it is also the express intention of the parties that in lieu of each clause or provision of the contract documents which may be determined to be illegal, invalid or unenforceable, there may be added as part of the contract documents a clause or provision as similar in terms of such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

d. Non-Waiver: No action or failure to act, delay or omission by County to exercise any right or remedy shall impair such right or remedy or any other right or remedy or be construed to be a waiver of any default or acquiescence therein.

e. Right of Assignment: This Contract and the proceeds from this contract shall not be assigned without the written consent of County, and if applicable, Contractor's surety.

f. Information Required by Owner: In addition to the information to be provided by Contractor pursuant to other provisions of this contract, Contractor hereby agrees to provide, at no additional cost to County, and in a prompt and timely fashion so as not to disrupt the performance of this contract, any and all additional information relating to this contract which is required either by the contract documents or by law.

g. Venue: This contract shall be governed in accordance with the laws of the State of Florida and the state courts of Columbia County, Florida shall be the proper and sole venue for any legal action regarding this contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

By

Witness

CHAIRMAN, Chairman
Board of County Commissioners

Print or type name

ATTEST:

Witness

P. DeWitt Cason, Clerk o Court

Print or type name

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by CHAIRMAN, as Chairman, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

CONTRACTOR

Witness

By

Print or type name

Print

Witness

Title

Print or type name

(COMPANY SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as the _____ of **CONTRACTOR.**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

My Commission Expires: _____



Project Name
Project Bid Number
Pay Request Number

Contractor Name
Address Line 1
Address Line 2

1 Original Contract Amount	\$	-
2 Change Order (Increase)	\$	-
3 Change Order (Decrease)	\$	-
4 Adjusted Contract Amount	\$	-
5 Total Work Performed to Date (Backup Attached)	\$	-
6 Subtotal	\$	-
7 Previously Billed	\$	-
8 Total Work this Pay request	\$	-
9 10% retainage	\$	-
# Total Amount Requested	\$	-

Certificate of Contractor:

According to the best of my knowledge and belief, I certify that all line items and amounts shown on this Pay Request are correct and that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material and equipment employed in the performance of this contract have been paid in full accordance with their terms and conditions.

Signature

Date

Name and Title

Recommended for Approval for Columbia County by:

Vendor #
Account #

Chad Williams, P.E.

Date



Item #	Description	Units	Original Contract		Current Work			Previous Work			Total Work		
			Qua.	Unit Price Total Cost	Qua.	% Comp.	Amount	Qua.	% Comp.	Amount	Qua.	% Comp.	Amount

Total Work to Date _____
Less Previously Billed _____
Total Work this Request _____
Less 10% Retainage _____
Total Due this Request _____