

CONTRACT DOCUMENTS

For project:

NW 84TH AVENUE

PAVEMENT REPAIR

Prepared for:

**BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA**

Prepared by:



1900 SW 34th Street, Suite 204
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Florida Certificate of Authorization No. 2648

DRMP Job #: 13-0384.006

July 2015

**NW 84th AVENUE - PAVEMENT REPAIR
BRADFORD COUNTY, FLORIDA**

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ITEM I
ADVERTISEMENT FOR BIDS

Sealed bids for roadway construction on:

NW 84th AVENUE - PAVEMENT REPAIR

will be received by Bradford County Commission at the office of the Clerk in Starke until 9:30 a.m., August 27, 2015. Bids will be opened and then publicly read aloud.

The CONTRACT DOCUMENTS, consisting of Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, General Conditions, Supplemental General Conditions, Specifications, and Addenda may be examined at the following locations:

Owner: Bradford County Courthouse
 Clerk's Office
 945 North Temple Avenue
 Starke, Florida 32091
 Phone: (904) 966-6339

Engineer: DRMP, Inc.
 1900 SW 34th Street, Suite 204
 Gainesville, Florida, 32608
 Phone: (352) 371-2741
 Fax: (352) 372-4318

Copies of the CONTRACT DOCUMENTS may be obtained at the office of the Engineer located at 1900 SW 34th Street, Suite 204, Gainesville, Florida, 32608, upon payment of \$25.00 for each set. **No refund will be made for the CONTRACT DOCUMENTS.**

Construction time is 30 days. BASE BID includes repairing 0.3 miles of asphaltic concrete road, including crack sealing, level course, surface course, striping, maintenance of traffic / safety measures. Bidder shall visit site prior to submission of bid to gain understanding of the extent of work.

ITEM II INFORMATION FOR BIDDERS

Bids will be received by the Bradford County Commission (herein called the "Owner"), at the Bradford County Courthouse, Florida, until 9:30a.m., August 27, 2015, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to Mr. Ray Norman, Clerk, Bradford County, Starke, Florida. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for NW 84th AVENUE PAVEMENT REPAIR and the envelope should bear on the outside the name of the bidder, his address, his license number if applicable, and the name of the project for which the Bid is submitted. If forwarded by mail, all sealed envelope(s) containing Bid(s) must be enclosed in another envelope (one) addressed to the Owner at P. O. Drawer B, Starke, Florida 32091.

All Bids must be made on the required Bid form. All blank spaces for each Parts bid must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the Bidder(s).

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site and a review of the Drawings and Specification including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The Contract Documents contain the previous required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

A Bid Bond payable to the Owner must accompany each Bid for five percent of the total amount of the Bid(s). As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement for each Part(s) is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidders will be returned. The Bid Bond of the successful Bidder for each Part will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

The Owner will within 30 days of receipt of an Agreement signed by the party(s) to whom the Agreement was awarded shall sign the Agreement and return to each party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by

written notice withdraw his sign Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Owner shall issue the Notice to Proceed within 30 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractors. If the Notice to Proceed has not been issued within the 30 day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of each Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional or qualified Bid may not be accepted.

Award will be made as a whole to one Bidder for the Base Bid.

Each Bidder shall submit a complete Bid for each item of the bid schedules.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout.

Each Bidder is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his Bid.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

**ITEM III
BID**

Place _____ Date _____

1. In compliance with your invitations for bids dated _____ and subject to all the conditions thereof, the undersigned _____ a corporation incorporated in the State of _____ or a _____ consisting of _____ an individual trading as _____ of the City of _____, State of _____ hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all items listed at the unit prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimated of the units of each. With these units as the basis, the bidder will extend each item using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.)

2. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Contract Documents, including a site visit and all of which have been examined by the undersigned.

3. Accompanying this proposal is a certified check or standard bid bond in the sum of dollars (\$ _____) in accordance with the Information for Bidders.

Contractor: _____

By: _____

Title: _____

BASE BID
NW 84th AVENUE - PAVEMENT REPAIR
BRADFORD COUNTY, FLORIDA

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	Mobilization Maintenance of Traffic Safety measures	1	L.S.	_____	_____
2.	Seal pavement cracks with rubberized asphalt including cleaning cracks.	1	L.S.	_____	_____
3.	Level course, Type SP. Fill ruts, minimum ½” thick above original cross section.	220	TN	_____	_____
4.	Surface course, type SP- 12.5, minimum 1 ½” thick.	2,976	S.Y.	_____	_____
5.	Pavement Markings; Record and replace existing.	1	L.S.	_____	_____
BASE BID TOTAL				_____	_____

**ITEM IV
BID BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ Florida as Owner in the penal sum of five percent of the total amount bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to the _____, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing for the _____.

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,

- B. If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)

Principal

Surety

By:

**ITEM V
AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the Bradford County Commission, Florida, hereinafter called "Owner" and _____ doing business as (an individual,) or (a partnership) or (a corporation) hereinafter called "Contractor".

WITNESSETH, that for an in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of NW 84th AVENUE PAVEMENT REPAIR.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within 30 calendar days unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the work described in the Contract Documents for the sum of \$_____.
5. The term "Contract Documents" means and includes the following: Advertisements for Bids, Information for Bidders, Bid, Bid Bond, Agreement, General Conditions, Supplemental General Conditions, Drawings, Specifications, and Addenda.
6. The Contractor agrees to pay to the Owner as liquidated damages, the sum of \$200.00 for each calendar day the work is not completed beyond the contract period agreed to herein.
7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**ITEM V
AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original on the date first above written.

OWNER: _____

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

(SEAL)

ATTEST: _____

Name: _____

Title: _____

**ITEM VIII
GENERAL CONDITIONS**

DRAWINGS AND SPECIFICATIONS:

- A. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.
- B. In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

Any discrepancies found between Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

SHOP DRAWINGS:

- A. The Contractor shall provide three (3) copies of Shop Drawings as may be necessary for the prosecution of the work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.
- B. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- C. Portions of the work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

INSPECTION AND TESTING:

- A. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards. Materials testing will be paid for by the Contractor including all failing test and retest. Testing pavement surface grade and smoothness shall be provided at the Contractor's expense.
- B. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public

authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Owner timely notice of readiness. The Contractor will then furnish the Owner the required certificates if inspection, testing or approval.

- C. Neither observations by the Owner Representatives, Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.
- D. The Owner, Engineer and their representatives shall at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

SUBSTITUTIONS:

Whenever a material, article or piece of equipment is identified on the Drawings and Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Document shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

SURVEYS, PERMITS, REGULATIONS:

- A. The Owner will furnish control points and bench marks as shown on the plans, for locating the principal component parts of the work. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction and working points, lines, and elevations.
- B. Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the section Changes in the Work.

SUPERVISION BY CONTRACTOR:

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications give to the supervisor shall be as binding as if given to the Contractor.

CHANGES IN THE WORK:

The Owner may at any time, as the need arise, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

CHANGES IN CONTRACT PRICE:

The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the work to cover the cost of general overhead and profit.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

- A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

- B. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Agreement for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner:

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.
3. To any delays of Subcontractors occasioned by any of the causes specified in TIME FOR COMPLETION AND LIQUIDATED DAMAGES (B) (1) and (B) (2) of this article.

CORRECTION OF WORK:

The Contractor shall promptly remove from the premises all work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the Construction or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

SURFACE CONDITIONS:

- A. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by written notice of:
 1. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
 2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
 3. Coordinate with utility companies including time for their works (relocation, adjustments) is considered a normal part of project and not justification for additional compensation or time extension.
- B. The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment will be made and the Contract Documents will be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required written notice; provided that the Owner may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

SUSPENSION OR WORK, TERMINATION AND DELAY:

- A. The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- B. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen, suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- D. After ten (10) days from delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- E. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Owner fails to act on any request for payment within forty-five (45) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum awarded by arbitrators with forty-five (45) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained.

PAYMENTS TO THE CONTRACTOR:

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Contractor and as approved by the Owner and Engineer provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten (10) percent on the amount of each estimate until final completion and acceptance of all work covered by the Contract.

Upon the completion and acceptance of the work, the entire balance found to be due the Contractor, including the retained percentages, but excepting such sums as may be lawfully retained by the Owner, shall be paid to the Contractor. Such payment shall be conditioned, however, upon submission by the Contractor of evidence satisfactory to the Owner that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid.

ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all thing done or furnished in connection with this work and for every act and neglect of the Owner and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

INSURANCE:

A. The Contractor shall procure and maintain at his own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be subjected to the approval of the Owner for adequacy of protection, and shall include a provision preventing cancellation without thirty day's prior notice to the Owner in writing. The liability insurance required is as follows:

1. Contractor's General Public Liability and Property Damage insurance issued to the Contractor and protecting him from all claims for personal injury, including death, and

all claims for destruction of or damage to property, arising out of or in connection with any operation under this Contract, whether such operations be by himself for by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor or by a Subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of a bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$300,000 for all damaged arising out of injury or destruction of property, (including property of the Owner) in any one accident; and a limit of liability of not less than \$300,000 for all damage arising out of

injury to or destruction of property, including property of the Owner, during the policy period.

2. General Public Liability and Property Damage insurance issued to the Owner, its officials, its officers and its employees acting in the scope and course of their employment, and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contractor's contract, whether such operations be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or a Subcontractor under him. All such insurance shall have the minimum limits of liability specified in the preceding paragraph. All such insurance policies shall be delivered to the Owner within ten (10) days after the date of the Notice of Award.
3. Compensation Insurance, the Contractor shall procure and maintain, at his own expense, during the life of this Contract, in accordance with the provisions of the laws of the State of Florida, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the Site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employee are covered by the protection afforded by the Contractor.

In case any class of employees engaged in hazardous work under this statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

SUBCONTRACTING:

The Contractor may utilize the services of specialty Subcontractors on these parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

ENGINEERS AUTHORITY:

- A. The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer may make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

GUARANTEE:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of completion. The Contractor warrants and guarantees for a period of one (1) year from the date of completion for the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

TAXES:

The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

INDEMNIFICATION:

The Contractor will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

If any and all claims against the OWNER or the ENGINEER or any or their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefits acts or other employee benefits acts.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, design or SPECIFICATIONS.

ITEM IX
GENERAL SUPPLEMENTAL CONDITIONS

SCOPE OF WORK:

Special attention should be given to the limits of work for each bid item. Each bidder shall visit the site to become familiar with site specific conditions.

SECTION 1A SUMMARY OF WORK

GENERAL:

This section describes the project in general, and provides an overview of the extent of the work to be performed under this Contract. Detailed requirements and extent of work is stated in the applicable Specification sections and shown on the Drawings. The Contractor shall, except as otherwise specifically stated herein or in any applicable parts of the Contract Documents, provided and pay for all facilities and services necessary for proper execution, and completion of the work under this Contract.

IMPLIED SPECIFICATIONS FOR PROPER COMPLETION:

Any part of the work which is not mentioned in the specifications but is shown on the Drawings, or any part not shown on the Drawings but described in the Specifications, or any part not shown on the Drawings nor described in the Specifications, but which is necessary or normally required as a part of such work, or is necessary or required to make each installation satisfactory or legally operable, shall be performed by the Contractor as incidental work without extra cost to the Owner, as if fully described in the Specifications and shown on the Drawings, and the expense thereof shall be included in the applicable unit prices or lump sum bid for work.

DESCRIPTION OF WORK:

Project Title: **NW 84th AVENUE - PAVEMENT REPAIR**

These specifications provide for the repair of approximately 0.3 miles of existing asphaltic concrete roadway.

BASE BID includes repairing 0.3 miles of asphaltic concrete road, including crack sealing, level course, surface course, striping, maintenance of traffic / safety measures. Bidder shall visit site prior to submission of bid to gain understanding of the extent of work.

SECTION 1B ROADWAY CONSTRUCTIONS

1. GENERAL

The contractor shall furnish all necessary materials equipment and labor to construct the roads as shown on the drawings and specified herein. All road construction shall conform to the requirements of this section and referenced sections of the Florida Department of Transportation (D.O.T.) "Standard Specifications for Road and Bridge Construction," latest edition.

2. MATERIAL

Material for Stabilizing subgrade or roadway shall be Type B, conforming to Section 914-3 of the D.O.T. Standard Specifications.

Material for Base Course shall be limerock classified as the Ocala Formation conforming to Section 911 of the D.O.T. Standard Specifications.

Bituminous Materials; Prime Coat material shall be Cut-Back asphalt, Grade RC-70 or RC-250, meeting the requirements of Section 916-2 of the D.O.T. Standard Specifications. Tack coat material shall be Emulsified Asphalt, Grade RS-2 meeting the requirements of Section 916-4 of the D.O.T. Standard Specifications.

Sand for Prime Coat shall be clean dry sand, free of sticks, trash, roots, and other organic materials. Sand shall have a plastic index less than 4 and shall be free of silt and rock particles or clay balls larger than 1/4 inch in size.

Asphaltic Concrete material for surface course shall be Type SP 12.5 conforming to Section 331 of the D.O.T. Standard Specifications. The aggregate shall consist entirely of crushed stone or gravel. The required stability shall be at least 1,500 pounds as determined by Marshall Stability Tests. Materials shall be mixed by weight within the proportion limits indicated in Section 331-4.3 of the D.O.T. Standard Specifications. Plant methods and equipment for the manufacture of Asphaltic Concrete shall conform to Section 320 of the D.O.T. Standard Specifications.

3. CONSTRUCTION

Subgrade construction to be followed by paved road construction or stabilized roadway construction shall be Type B Stabilization conforming to Section 160 of the D.O.T. Standard Specifications except that the use of mechanical rock spreaders is not required. Compacted thickness of subgrade shall not be less than eight inches.

Limerock Base Course shall conform to Section 200 of the D.O.T. Standard Specifications, except that mechanical rock spreaders are not required. All bases shall be single course. Width of limerock base courses as shown on the drawings shall be the minimum width required. Compacted thickness of base course shall not be less than six inches.

Prime and Tack Coats shall conform to Section 300-3 through 300-7 of the D.O.T. Standard

Specifications. The minimum rate of application for prime shall be 0.10 gallons per square yard. The rate of application for tack coat shall be 0.04 to 0.06 gallons per square yard. All limerock base courses shall be sanded conforming to Section 300-6.5 of the D.O.T. Standard Specifications immediately following the application of prime materials.

Asphaltic Concrete Surface Course shall conform to provisions of Sections 330 of the D.O.T. Standard Specifications which apply to Type SP 12.5 Asphaltic Concrete. Compacted thickness of surface course shall not be less than the thickness shown on the plans. The finished surface shall comply with Section 330-12 of the D.O.T. Standards.

4. SHOULDER CONSTRUCTION

Road shoulder construction shall conform to the requirements of this section, details shown on the drawings applicable portions of referenced Sections of the D.O.T. Standard Specifications.

Materials for stabilizing shoulders shall be Type B conforming to Section 914-3 of the D.O.T. Standard Specifications. Where stabilized shoulders are to be constructed, the surface shall be brought to the grades, lines and cross section required. Stabilizing shall be Type B stabilization conforming to Section 160 of the D.O.T. Standard Specifications with all reference to limits of the work shown on the drawings. Stabilizing material shall be placed and mixed in one layer. Compacted thickness on stabilized shoulder shall not be less than six inches.

5. FINISH GRADING

Earth surfaces in road Right-of-way, and designated on the drawings for finish grading shall be brought to the elevations shown with a smooth surface ready for grassing. Finish grading shall only be done after road construction is satisfactorily completed. Areas around culverts, headwalls and tailwalls shall be carefully sloped to a neat and finished appearance

6. STRIPING

GENERAL: This section includes painted pavement marking for traffic control. All pavement striping and markings shall be coordinated with and approved by the Owner prior to painting.

Traffic Paints for pavement markings shall be code T-1 and T-2 conforming to subsections 971-12.2 and 971-12.3 of the D.O.T. Standard Specifications. Glass spheres for reflective traffic paint shall be type I conforming to Subsection 971-14.1 and 0971-14.2.2 of the D.O.T. Standard Specifications. Glass Spheres shall be applied immediately following paint application at a rate of 6 pounds per gallon of pigmented binder.

CONSTRUCTION-GENERAL: The work shall conform to Sections 710 of the D.O.T. Standard Specifications. The rate of application shall also be in accordance of these standards. 6 inch wide stripes shall be used in all instances except for Stop Bars which shall be 24 inches wide.

SURFACE CONDITION: The pavement surface shall have been sufficiently cured prior to painting as recommended by the paint manufacturer between final rolling of the pavement and painting.

LAYOUT: Layout of markings shall be included in the work. The string line referred to in the referenced specifications shall mean the road centerline or other location indicated.

MARKINGS TO BE REMOVED: Marking to be removed from existing pavement or removed due to layout error shall be removed by grinding by an acceptable method. Over-painting shall not be permitted.

7. QUALITY CONTROL

GENERAL: This section includes requirements for testing and inspection.

TEST METHODS: Laboratory Maximum Density of soils or soil mixtures at optimum moisture shall be determined by ASTM D1557 for road subgrade, base course, pipe trenches and all other applications except embankment fill materials for which maximum density shall be determined by ASTM D698.

Field Density of limerock base course, stabilized subgrade, stabilized roadway, and soils or soil mixtures in fill or backfill shall be determined by ASTM D2167, D1556, or Nuclear Method D2922.

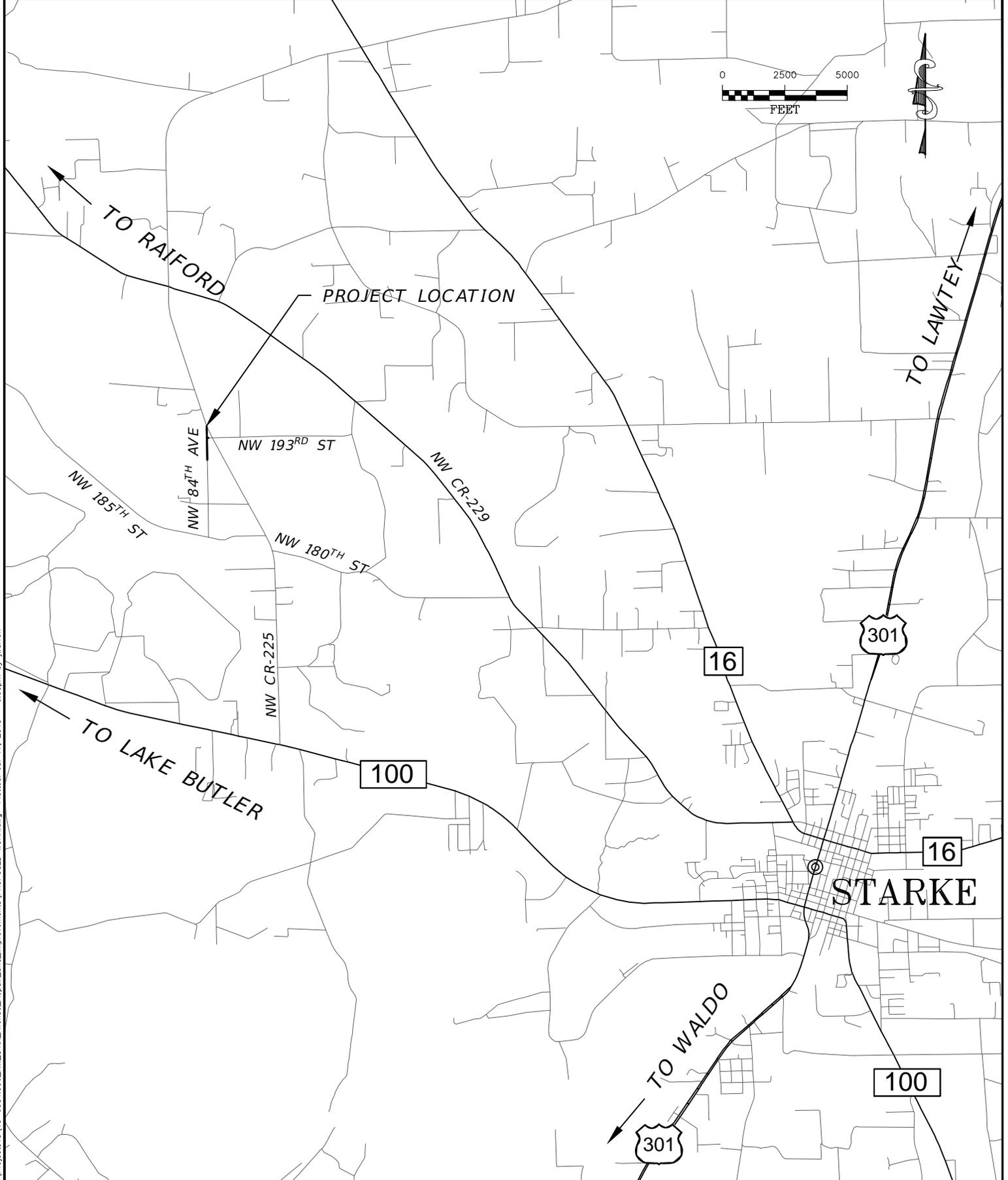
Bearing Value of soils and soil mixtures shall be determined by the methods required for determining Limerock Bearing Ratio (LBR) according to D.O.T. Bulletin 22.

Extraction Test for asphaltic concrete mixture shall conform to ASTM D1856 or D2172.

TESTING REQUIREMENTS: Stabilized Subgrade shall be tested for LBR and field density. LBR value shall not be less than 40 where a limerock base course is to be constructed. A minimum of four samples per mile shall be tested. Additional test for LBR value shall be taken if, in the opinion of the Owner, a change in soil mixture is evident. Density of stabilized subgrade shall not be less than 95% of maximum density. Field density test shall be at intervals not to exceed 500 feet.

LIMEROCK BASE COURSE: Limerock Base Course shall be tested for field density. Density shall not be less than 98% of maximum density. Field density test shall be at intervals not to exceed 500 feet.

ASPHALTIC CONCRETE SURFACE COURSE: Extraction and Stability test shall be taken on the material placed on each one-quarter mile of road. Extraction tests for quantitative analysis of the material shall not be required if the independent testing laboratory has continuous supervision of the plant while material for the project is being manufactured. The contractor shall provide for testing the finish surface in accordance with section 330-12. (Includes the 15 foot rolling straight edge test). Testing of the surface and correcting unacceptable pavement areas shall be paid for by the contractor at no additional cost to the Owner.



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 DRMP <small>ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS</small>	NW 84TH AVENUE PAVEMENT REPAIR		LOCATION MAP		DESIGNED BY: JFW	PROJECT NO.: 13-0385.006
	BRADFORD COUNTY, FL				DRAWN BY: JFW	SCALE: 1" = 5,000' (8.5" x 11")
	DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE				CHECKED BY: CDT	DATE: JULY 2015
					APPROVED BY: HJK	DRAWING: E-1
1900 SW 34th Street, Suite 204 Gainesville, Florida 32608 Phone: (352) 371-2741 Fax: (352) 372-4318 www.DRMP.com						

P:\Projects\13-0384-006-NW_84th_Avenue_Repair_and_Improvements\PROPOSED WORK.dwg Plotted: Jul 17, 2015 - 8:56pm by jwarren



REVISION	
NO.	DATE

DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY
JFW	JFW	CDT	HJK

PROPOSED WORK

**NW 84TH AVENUE
PAVEMENT REPAIR**

BRADFORD COUNTY, FL

DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE



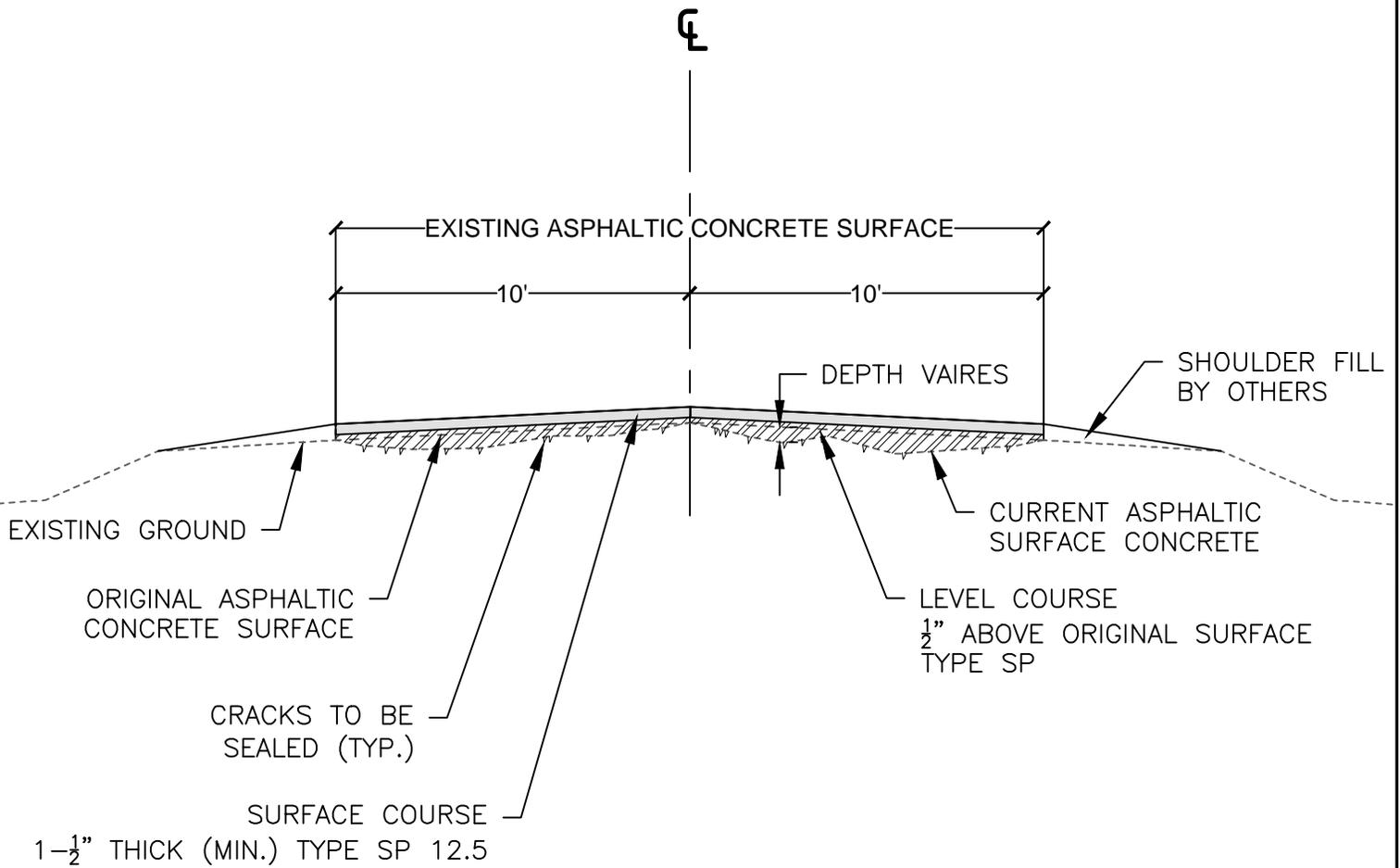
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www.DRMP.com

Certificate of Authorization No. 2648	
H. JEROME KELLEY FLORIDA P.E. NO.: 16938	
PROJECT NO.: 13-0384.006	
SCALE: 1" = 200' (11" x 17")	
DATE: JULY 2015	
DRAWING: E-2	

GENERAL NOTES:

1. CLEAN CRACKS TO BE FREE OF MOISTURE, DUST, AND LOOSE AGGREGATE TO A MINIMUM DEPTH OF 2 TIMES THE CRACK WIDTH OR $\frac{1}{2}$ " , WHICHEVER IS GREATER.
2. SEAL CRACKS WITH RUBBERIZED ASPHALT PER AASHTO M173 FOR FLUSH FILL SLIGHTLY CROWNED.



NW 84TH AVENUE
TYPICAL ROADWAY SECTION

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Certificate of Authorization No. 2648	 DRMP ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS	NW 84 TH AVENUE PAVEMENT REPAIR		TYPICAL SECTION		DESIGNED BY	JFW	PROJECT NO.:	13-0385.006	
		1900 SW 34th Street, Suite 204 Gainesville, Florida 32608 Phone: (352) 371-2741 Fax: (352) 372-4318 www.DRMP.com		BRADFORD COUNTY, FL				DRAWN BY	JFW	SCALE:
							CHECKED BY	CDT	DATE:	JULY 2015
							APPROVED BY	HJK	DRAWING:	E-5
DO NOT SCALE THIS DRAWING - DIMENSIONS AND NOTES TAKE PREFERENCE										