

**HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
(HCBCC)
PURCHASING DIVISION**

DATE: October 19, 2018

BID NO. ITB 18-046

ADDENDUM No. 1

PROJECT: Various Concrete Items for Construction of Sebring Parkway Ph III

This addendum is being issued to provide additional information and answer questions received on this solicitation. All changes on attached documents are shown with additions in underline and deletions in Strikethrough format.

1. Section 00010-2 Invitation to Bid (page 2) has been revised to include the following:
 - County staff will grade all areas where concrete is to be installed to within 0.10'+/- of finished dirt grade or similar. See Attachment A.
 - This project is partially funded with Florida Department of Transportation's County Initiative Grant program (CIGP) funds. See Attachment A.
2. Section 00100-1 Instructions to Bidders (page 1), Article 1.01 Item H has been revised. See Attachment B.
3. Section 00300 Bid Form has been revised. The revised Bid Form attached to this Addendum must be used by all Bidders when submitting a bid. See Attachment C.
4. The entire Section 00500 Agreement has been revised. The Agreement attached to this Addendum notes the sections with changes which have been highlighted. See Attachment D.
5. A copy of the sign in sheets from the Mandatory Pre-Bid Meeting are Attachment E.
6. The deadline for Request for Information is shown Section 001000-10 and is October 30, 2018 at 5:00 P.M.

Questions and Answers

1. Gravity wall and headwall specifications state that a handrail is required. Is that inclusive in the bid?

ANSWER: Yes, the handrail is inclusive in the Bid. The handrail is shown on the gravity wall detail. Please note that both the handrail detail and the gravity wall detail reference Florida Department of Transportation Standards. Please see page C-03 of the Bid Plans for the detail.

2. Please clarify if the statement (item 1 above) is for grading to sublevel grade?

ANSWER: Yes, the County will provide grading to sublevel grade, and provide all excavation with +/- 0.1' necessary to install the gravity wall.

3. Who is responsible for erosion control?

ANSWER: The County has erosion control currently on site. Any additional erosion control required by the Contractor during their work should be brought to the attention of the County and the County will provide the additional erosion control.

4. This bid is a Lump Sum Bid however it would seem that a unit cost might be a better way to break it down. Would the County consider changing the Bid Form to unit item price?

ANSWER: This is a Lump Sum Bid and will be bid as it is; however, the quantities may need to be adjusted as work is underway.

5. Does the County have a project schedule/timeframe for the work? Has the project been phased? Completion Date?

ANSWER: No schedule is available for the project or for the concrete work. This is not a phased project. The final project completion date is December 31, 2019. The concrete work can begin as soon as a contract is in place and by start of summer school vacation the only remaining work should be the roundabout. The roundabout work will close a portion of Memorial Drive and it cannot be performed until the schools are out for summer recess to avoid traffic issues. It is anticipated that the work will be completed by end of the summer.

6. Is the Contractor responsible for Maintenance of traffic (MOT)? Is there a MOT Plan?

ANSWER: The County currently has MOT in place at all closed intersections. The Contractor will be responsible for MOT meeting Florida Department of Transportation Standards and Specifications where concrete must be installed at intersections of the newly constructed roadway. Flagmen and proper MOT will also be required for any road or lane closure at intersections where the contractor will be installing concrete. All internal work would not require MOT.

7. The County has an item for Construction Layout shown in Section 4.03 of the agreement, I believe. Is that correct?

ANSWER: County staff will provide the survey layout for all concrete work.

8. Is Section 7.04 on the Agreement included in the solicitation Package correct?

ANSWER: See Attachment D where corrections to this Section are highlighted.

9. For ditch blocks will you be grading and the Contractor will build around them?

ANSWER: County staff will grade the area where ditch blocks are to be installed to within 0.10'+/- of finished dirt grade or similar.

10. Testing Item? Is the Contractor responsible for any concrete testing? Headwall testing?
Who is the lab that the County uses for testing?

ANSWER: Most work will not require testing. The Contractor will be responsible for testing the concrete for the headwalls consistent with FDOT standards and specifications. The County is using Universal Engineering.

11. Is the Contractor responsible for any density testing on the subgrade provided by the County?

ANSWER: The County is responsible for the density testing on the subgrade.

The County reserves the right to accept or reject any or all Bids or any parts thereof, and the determination of this Award, if an Award is made, will be made to the most responsive and responsible Bidder whose Bid and qualifications indicate that the Award will be in the best interest of the County. The County reserves the right to waive irregularities in the Bid.

The Bidder must be a Licensed General Contractor in the State of Florida or other approved applicable license. The Bid must be accompanied by evidence of the Bidder's qualifications to do business in the State of Florida, in accordance with Chapter 489, Florida Statutes.

The principal features of the Project are:

To provide all labor, materials and equipment to construct the **Various Concrete Items for Construction of Sebring Parkway Phase III; Project No. 09021; FDOT Financial Management No. 420082 2 58 01**. The Work consists of constructing concrete gravity wall, concrete endwalls, concrete headwall, concrete ditch blocks, various concrete curb, curb ramps, traffic separator, shoulder gutter, concrete driveway, installing detectible warnings, concrete curb and gutter, concrete pavement and a concrete roundabout truck apron as specified in the Construction Documents; including labor, materials and equipment. County staff will grade all areas where concrete is to be installed to within 0.10' +/- of finished dirt grade or similar. Contractor shall have _____(XX) days to complete the Project after the date when the Contract Times commence to run.

This project is partially funded with Florida Department of Transportation's County Initiative Grant Program (CIGP) funds. Highlands County, its employees, the Contractor and Subcontractor(s) are not agents of the Florida Department of Transportation.

The Board does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Ms. Pamela Rogers, ADA Coordinator at: 863-402-6842 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hcbcc.net

Attachment B
**DIVISION 0 - SECTION 00100-
INSTRUCTIONS TO BIDDERS
ITB 18-046**

Article 1 - Defined Terms

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated below and in Section 00700 of this ITB which are applicable to both the singular and plural thereof:
- A. Alternative – Amount proposed by Bidder and stated on the Bid Form that will be added to or deducted from the base Bid amount if Engineer decides to accept a corresponding change in either Scope of Work or in products, materials, equipment, systems or installation methods described in Construction Documents.
 - B. Award – The selection by the County of the lowest responsible and responsive Bidder to perform the Work.
 - C. Bid – The Bid Form and other documents submitted by a Bidder in response to this ITB.
 - D. Bidder – The individual or entity who submits a Bid directly to the County.
 - E. Bid Form – Section 00300 of this ITB, which shall be used to submit a Bid.
 - F. Bidding Documents – This ITB, all Addenda to this ITB, and the Construction Documents.
 - G. Board – County’s Board of County Commissioners.
 - H. Construction Documents – The construction Drawings and Specifications for the Various Concrete Items for Construction of Sebring Parkway Phase III; HIGHLANDS COUNTY PROJECT NO. 09021, ~~dated 1/5/2018, consisting of one hundred and eighty-five (185) sheets~~ dated 9/26/2018, consisting of sixty-five (65) sheets.
 - I. County Attorney – The County’s Attorney.
 - J. County Engineer – The County’s Engineer.
 - K. County or Owner – Highlands County, a political subdivision of the State of Florida.
 - L. Engineer – The Engineer of Record.
 - M. Project Manager – The County’s Project Manager
 - N. Purchasing Division - The County’s Purchasing Division, which issues Bidding Documents and administers the bidding procedures.
 - O. Site – The Site described and depicted in the Construction Documents.
 - P. Work – The Work described and depicted in the Construction Documents.

Article 2 - Copies of Bidding Documents

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or this ITB may be obtained from the Purchasing Division.
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Attachment C
DIVISION 0 - SECTION 00300
BID FORM
ITB 18-046

PROJECT IDENTIFICATION: Various Concrete Items for Construction of Sebring Parkway Phase III; Highlands County Project No. 09021; FDOT Financial Management No. 420082 2 58 01

THIS BID IS SUBMITTED TO: Highlands County Board of County Commissioners
Attn: Purchasing Division
600 S Commerce Ave., Sebring, FL 33870

BID SUBMITTED BY: _____
[Bidding Company's Name, 'Bidder']

[Bidder's Authorized Representative's Name]

[Bidder's Address, Building #, Street]

[Bidder's Address, City, State, Zip]

[Print Contact Person's Name for this bid]

[Contact Person's Email Address]

[Contact Person's Phone Number]

- A. The Bidder proposes and agrees, if this Bid is accepted, to furnish all labor, materials, and equipment to construct and complete the Work according to and as specified or indicated in ITB 18-046 and the Bidding Documents for the Bid Price and within the time periods stated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for thirty (30) days after the day of Bid opening. Bidder will sign and deliver the required number of the other documents required by this ITB within fifteen (15) days after the date of County's Notice of Award.

C. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bidding Documents, including the following Addenda, receipt of all of which is hereby acknowledged:

Date	Number	Date	Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work;
3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
4. Bidder acknowledges that County and Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the Site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
5. Bidder is aware of the general nature of the Work to be performed by County and others at the Site that relates to the Work.
6. Bidder has correlated information known to Bidder, information and observations obtained from visits to the Site and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
7. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution

thereof by Project Manager is acceptable to Bidder, and the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over County.

D. Documentation included with Bid packet

	YES	NO
One (1) original (signed in blue ink), one (1) exact paper copy, and one (1) exact electronic copy (CD or thumb drive) of the submitted Bid.		
Acknowledgment of the Addenda (if applicable)		
Statement of compliance with Section 287.087, Florida Statutes, as a “Drug Free Workplace”		
Statement of compliance with Section 287.133, Florida Statutes, as a “Public Entity Crime”		
Statement of compliance with Section 287.134, Florida Statutes, as a “Discrimination”		
Statement of compliance with Section 287.135, Florida Statutes, as a “Contracting with scrutinized companies”		
Certificate of participation in E-Verify		
Required Bidder's Qualification Statement with supporting data included		
A list of a minimum of (5) five jobs similar in scope and size performed within the last 3 years included		
A minimum of five (5) references of clients for whom similar work has been performed included		
A tabulation of Subcontractors included		
Acord Insurance Certificate included		
Bid Security in the form of _____		
Copy of any applicable Licenses		
Other _____		

E. Pricing

1. This is a Lump Sum and Unit Price Bid. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price Bid items. Award will be based

on the total Lump Sum Bid Price, sum of Unit Price items, and requirements of Bidder. All work for this ITB will be awarded to one (1) Bidder.

BASE BID:

TABULATION OF QUANTITIES

Task No.	Description	Quantity	Unit	Unit Price	Extended Price
	GENERAL				
1	Mobilization	1	LS		
2	Bonds & Insurance	1	LS		
3	Testing	1	LS		
4	Maintenance of Traffic	1	LS		
5	Class NS Concrete (Gravity Wall) (2685 LF x 0.32)	907	CY		
6	Class I Concrete (Endwalls)	21	CY		
7	Class II Concrete (Headwall)	15.46	CY		
8	Reinforcing Steel	890	LBS		
9	Concrete Curb and Gutter, Type F	5,542	LF		
10	Concrete Curb, Type "D" (Along Trail) (Roundabout)	503	LF		
10	Concrete Curb, Type "RA"	404	LF		
11	Traffic Separator	1,267	LF		
12	Shoulder Gutter, Concrete	1,145	LF		
13	Concrete Driveway (6")	10	SY		
14	Concrete Sidewalk (6' x 8' x 6")	5.33	CY		
15	Detectable Warning (Color Yellow, Embedded)	96	SF		
16	Sidewalk Curb Ramp w/detectable warning - CR-C	2	EA		
17	Sidewalk Curb Ramp w/detectable warning - CR-E	7	EA		
18	Sidewalk Curb Ramp w/detectable warning - CR-D	1	EA		
19	Ditch Blocks Concrete	33	EA		
20	Fiber Reinforced Concrete Pavement (10")	400	SY		
TOTAL BASE BID					

EA = EACH, LS = Lump Sum, SY = Square Yard, LF = Linear Foot, CY = Cubic Yard, and SF = Square Foot, LBS = Pounds

The total of the items listed above must total the lump sum amount below.

BASE BID TOTAL \$ _____

[Numbers]

[Words]

Additive Alternate No. 1: Patterned, Textured, & Colored Treatments to Concrete Roundabout Truck Apron

The Alternate No. 1 is to provide all labor, materials and equipment for constructing the brown herringbone pattern treatment to approximately 400 square yards (SY) of concrete roundabout truck apron in accordance with the Florida Department of Transportation Specifications for Road and Bridge Construction, Section 523 (Patterned Pavement). Prior to installation the awarded vendor will be required to submit pattern and color samples to the Project Manager for confirmation that the product meets the pattern and color specified in the Plans.

ADDITIVE ALTERNATE NO. 1 TOTAL =

\$ _____

(Words)

- F. Bidder agrees that the Work will be substantially complete within _____ () days and completed and ready for final payment within _____ () days after the date when the Contract Times commence to run. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement.
- G. Bidder shall coordinate with the Project Manager in order to comply with all applicable quality control testing in accordance with the Drawings and Specification. Testing shall comply with the following governing standards and specifications: Florida Department of Transportation (herein after called "FDOT") Design Standards, latest edition, and FDOT Standard Specifications for Road and Bridge Construction, latest addition, as amended by Contract Documents.
- H. Awarded Bidder will be required to submit the concrete mix design. Before producing any concrete, the proposed mix design must be submitted to the Engineer. The Engineer may disqualify any concrete production facility for non-compliance with specification requirements of the Construction Documents.
- I. Communications concerning this Bid have been addressed only to the contacts listed in Article 23 of Section 00100 of ITB 18-046.

Submitted on: _____, 20_____.

State Contractor License No. _____.

If Bidder is an Individual:

(SEAL)

Individual's name: _____

Signature: _____

Doing business as:

Business address:

Phone No.:

If Bidder is a Partnership:

(SEAL)

Partnership's name:

State in which organized:

Type of partnership:

Name of general partner:

Signature:

Business address:

Phone No.:

If Bidder is a Corporation:

(SEAL)

Corporation's name:

State of incorporation:

Name of authorized person to sign:

Title:

Signature:

Date of qualification to do business:

Attest:

Business address:

Phone No.:

If Bidder is a Joint Venture:

(SEAL)

Name 1: _____

Signature 1: _____

Address 1: _____

Name 2: _____

Signature 2: _____

Address 2: _____

Address for receipt of official
communications: _____

Phone number for official
communications: _____

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

G:\COUNTY\PURCHASING DEPT\ITB 18-046\18-046 - ITB - SECTION 00300 Bid Form -071918.docx

Attachment D
DIVISION 0 - SECTION 00500
AGREEMENT
ITB 18-046

THIS AGREEMENT made this ____ day of _____, 20____, by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter called "Owner") and _____(hereinafter called "Contractor"). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 - Work

Contractor shall provide all labor, materials, and equipment to construct the Various Concrete Items for Construction of Sebring Parkway Phase III; Highlands County Project No. 09021; FDOT Financial Management No. 420082 2 58 01. The Work consists of constructing concrete gravity wall, concrete endwalls, concrete headwall, concrete ditch blocks, various concrete curb, curb ramps, traffic separator, shoulder gutter, concrete driveway, installing detectible warnings, concrete curb and gutter, concrete pavement and a concrete roundabout truck apron as specified in the Construction Documents; including labor, materials and equipment. County staff will grade all areas were concrete is to be installed to within 0.10' +/- of finished dirt grade or similar. Contractor shall have _____(XX) days to complete the Project after the date upon which the Contract Times commence to run.

The principal features, as defined above, are not intended to cover every aspect of the Project details. Contractor shall be responsible for reviewing the Contract Documents to determine the full scope of the Work and specific requirements of the Project, which include familiarity and compliance with all Laws and Regulations.

Article 2 - Engineer and County Project Manager

- 2.01 The Engineer of Record (hereinafter called "Engineer") for this project is W.R. Cauthan, P.E., of Chastain-Skillman, Inc., a Florida corporation registered to transact business in the State of Florida.
- 2.02 The County Project Manager is Kenya Anderson, Project Manager for the Highlands County Board of County Commissioners.

Article 3 - Contract Times

- 3.01 Contractor agrees that the Work will be substantially complete within _____ () days and completed and ready for final payment within _____ () days after the date upon which the Contract Times commence to run. The Contract Times will commence to run on the thirteenth (13th) day after the Effective Date of this Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of this Agreement.
- 3.02 Liquidated Damages

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.01 of this Article. In agreeing upon the daily liquidated damages amount stated in this paragraph, Owner and Contractor have considered the original Contract Price stated in Article 4 of this Agreement, the average construction, engineering, and inspection costs experienced by Owner, and anticipated costs of project-related delays and inconveniences to Owner and the public. Owner and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (and not as a penalty) Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.01 of this Article until the Work is completed and ready for final payment. Liquidated damages shall be deducted by Owner from any balance due Contractor or, if the balance due Contractor is less than the amount of liquidated damages, Contractor shall pay to Owner the remaining unpaid liquidated damages within thirty (30) days after Owner's invoice is sent to Contractor.
- B. Owner does not waive its right to liquidated damages due under this Agreement by allowing Contractor to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.
- C. In the case of a default of this Agreement and the completion of the Work by Owner, Contractor and Contractor's surety are liable for the liquidated damages under this Agreement, but Owner will not charge liquidated damages for any delay in the final completion of Owner's performance of the Work due to any unreasonable action or delay on the part of Owner.

Article 4 - Contract Price

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount determined pursuant to paragraph 4.01 below:

- 4.01 For all Work as listed on the Bid Form and described in the Drawings and Specifications, as Exhibit "A", attached hereto and included herein by this reference, a Lump Sum of:

[USE WORDS]

[USE FIGURES]

Contractor has included all costs in the Contract Price and shall cause the Work to be completed for the Contract Price. The Contract Price shall be reduced in the manner described in SC-7.09 of Section 00800 of the Supplementary Conditions of this Agreement.

Article 5 - Payment Procedures

- 5.01 Deliverables must be received and accepted in writing by the Project Manager prior to reimbursements. Supporting documentation with the invoices must establish that the deliverables were received and accepted in writing by the Project Manager. Contractor may receive progress payments for deliverables based on the Contractor's Schedule of Values and on a percentage of services that have been completed, approved, and accepted to the satisfaction of Owner when properly supported by detailed invoices and acceptable evidence of payment. All costs charged to the Project by Contractor shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- 5.02 Progress Payments; Retainage: Contractor shall deliver Contractor's Applications for Payment to Project Manager on or before the third (3rd) day of each month. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Project Manager, on or about the twenty-sixth (26th) day of each month during construction as provided in paragraphs 5.02.A and 5.02.B below.
- A. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of The Standard General Conditions of the Construction Contract, EJCDC C-700.
- 90 % of the Work completed up until fifty percent (50%) of the Work and ninety-five percent (95%) of the Work completed subsequently.
- 0 % of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to the Owner as provided in paragraph 15.01B of The Standard General Conditions of the Construction Contract, EJCDC C-700, as modified by Section 00800 Supplementary Conditions to EJCDC C-700).
- B. Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 15.01 of The Standard General Conditions of the Construction Contract, EJCDC C-700, as modified by Section 00800 Supplementary Conditions to EJCDC C-700.
- 5.03 Final Payment: Upon completion of the Work, Contractor shall notify Owner in writing of the completion. The certification shall state that the Work has been completed in compliance with the Drawings and Specifications. If any deviations are noted from the approved Drawings and Specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. After Contractor has, in the opinion of Project Manager, satisfactorily completed all corrections identified during the final inspection and deviations not accepted by Owner and has delivered to Owner, in accordance with the Contract Documents, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, permits, marked-up record documents, paper final as-built Drawings and Specifications, signed, sealed, and certified by a Professional Surveyor, registered in the State of Florida, and all applicable

permits, final releases from Contractor and all Subcontractors and suppliers at every level, all warranties, and all other documents reasonably required by Owner pertaining to the Work, and provided verification of compliance with the requirements of Article 12 of this Agreement. and provided verification of compliance with the requirements of Article 12 of this Agreement, Contractor may make application for final payment.

Article 6 - Contractor's Representations

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.01 Contractor has examined and carefully studied the Contract Documents (including any Addenda) and the other related data identified in the ITB 18-046 Documents.
- 6.02 Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.03 Contractor is familiar with and will comply with all Laws and Regulations, whether or not the Laws or Regulations may affect cost, progress, performance and furnishing of the Work.
- 6.04 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities). Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 6.05 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 6.06 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports, Drawings and Specifications identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.07 Contractor has not given Project Manager written notice of any conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents, and Contractor agrees that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 6.08 Contractor certifies by signing this Agreement that no Commissioner or employee of the Highlands County Board of County Commissioners has solicited or accepted gratuities, favors, or anything of monetary value from Contractor or parties to subcontracts. Contractor and Subcontractors shall not pay any gratuities, favors, or anything of monetary value to any Commissioner or employee of the Highlands County Board of County Commissioners.
- 6.09 Contractor and all subcontractors to the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify and hold harmless Owner and Owner's officers and employees and the State of Florida Department of Transportation, including the Department's officers and employees, from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of any of the Work.
- 6.10 Contractor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. Section 20.055(5), Florida Statutes describes the duty of the Contractor and subcontractor(s) to comply with requests from the Inspector General, if required.

Article 7 - Contract Documents

The Contract Documents which comprise the entire Contract between Owner and Contractor concerning the Work consist of the following:

- 7.01 This Agreement (pages 00500-1 to 00500- 12, inclusive).
- 7.02 The Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition).
- 7.03 ITB 18-046 Section 00800 Supplementary Conditions to EJCDC C-700 (2013 Edition).
- 7.04 EXHIBIT "A"- Drawings and Specifications dated August 9, 2018, consisting of a cover sheet bearing the title "CONSTRUCTION PLANS FOR HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEBRING PARKWAY PHASE III; VARIOUS CONCRETE ITEMS FOR CONSTRUCTION OF SEBRING PARKWAY PHASE III; HIGHLANDS COUNTY PROJECT NO. 09012; FDOT FINANCIAL MANAGEMENT NO. 420082 2 58 01," dated September 26, 2018, sheet C-01 to 10A and sheets C-36 to C-84, inclusive, with each sheet bearing the following general title: "HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS HIGHLANDS COUNTY, FLORIDA".
- 7.05 Except as expressly otherwise noted in this paragraph and paragraph 7.06 of this Article, there are no Contract Documents other than those listed in paragraphs 7.01 through 7.04 of this Article. In the event of a conflict among the provisions of the Contract Documents, the order of precedence shall be this Agreement, followed by the Supplementary Conditions, followed by EJCDC C-700 (2013 Edition). The Contract Documents may only be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- (a) Written Amendment signed by both parties
 - (b) Change Order signed by both parties

- (c) Work Change Directive signed by both parties
- 7.06 The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
- (a) A Field Order issued by the Project Manager
 - (b) Project Manager's approval of a Shop Drawing
 - (c) Project Manager's written interpretation or clarification

Article 8 - Miscellaneous

- 8.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations), and unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.02 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.03 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.04 Upon the occurrence of any event of default, all obligations on the part of Owner to make any further payments of funds pursuant to this Agreement shall, if Owner so elects, terminate but Owner may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 8.05 Contractor certifies by signing this Agreement that no Commissioner or employees of the Highlands County Board of County Commissioners has solicited or accepted gratuities, favors or anything of monetary value from Contractor or of parties to subcontracts. Contractor, Subcontractors, and Suppliers shall not pay any gratuities, favors, or anything of monetary value to any Commissioner or employee of the Highlands County Board of County Commissioners.
- 8.06 No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, any state agency, Owner or Owner's elected officials, employees or agents.

- 8.07 By entering into this Agreement, Contractor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Owner shall be given “first priority” for all goods and services under this Agreement. Contractor agrees to provide all goods and services to Owner during and after the emergency at the terms, conditions, and prices as provided in this Agreement on a “first priority” basis. Contractor shall furnish a twenty-four (24) hour phone number to Owner in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute a breach of Contract and make Contractor subject to sanctions from doing further business with Owner. For purposes of this paragraph, the term “first priority” means priority over all other contracts and agreements between Contractor and any person or entity other than Owner and requires Contractor to deliver the goods and services described in this Agreement to Owner prior to providing those goods and services to any other person or entity during and after the emergency.
- 8.08 Owner shall not be obligated or liable hereunder to any person, organization or entity other than Contractor. No provision in this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person, organization or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the Owner and/or Contractor.
- 8.09 In no event shall the making by Owner of any payment to Contractor constitute or be construed as a waiver by Owner of any breach of covenant or any default which may then exist, on the part of Contractor, and the making of such payment by Owner while any such breach or default exists shall in no way impair or prejudice any right or remedy available to Owner with respect to such breach or default.
- 8.10 No waiver by either Contractor or Owner with respect to any breach or default of or with respect to any provisions or conditions of this Agreement shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Agreement. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 8.11 This Agreement, including exhibits and amendments, and all matters relating to the validity, interpretation, and performance of this Agreement (whether in contract, statute, tort, or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of the Contract Documents shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.
- 8.12 Owner is an Equal Employment Opportunity (“EEO”) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed. In addition, Contractor or anyone under its employ shall comply with all applicable Laws and Regulations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new Laws and Regulations.

- 8.13 Contractor may only subcontract a portion of the Work to a Subcontractor or Subcontractors approved in advance, in writing by Project Manager, but Contractor shall perform with its own employees and equipment work amounting to not less than forty percent (40%) of the total Contract amount.
- 8.14 This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed and accepted and payment made by Owner or this Agreement is terminated in accordance with Article 16 of Section 00700 Standard General Conditions of the Construction Contract as modified in Section 00800 Supplementary Conditions of the Contract Documents.
- 8.15 Contractor shall be responsible for all quality control testing requirements.
- 8.16 In the event there is a discrepancy between the language of this Agreement and the Contract Documents, the provisions of this Agreement shall govern.

Article 9 - Employment Eligibility Verification

9.01 Definitions. As used in this Article:

- A. Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement if the employee
- (a) Normally performs support work, such as indirect or overhead functions; and
 - (b) Does not perform any substantial duties applicable to the Agreement
- B. Subcontract means any contract entered into by a Subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- C. Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- D. United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

9.02 Enrollment and verification requirements.

- A. Contractor must be enrolled in E-Verify at time of Contract award, and Contractor shall use E-Verify to initiate verification of employment eligibility of
- i. All new employees
 - Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of Contractor, who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or

- Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Agreement, within three (3) business days after the date of hire; or
- ii. Employees assigned to this Agreement. For each employee assigned to this Agreement, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of Contract award or within thirty (30) calendar days after assignment to this Agreement, whichever date is later.

B. Contractor shall comply, for the period of performance of this Agreement, with the requirements of the E-Verify Program Memorandum of Understanding (MOU). Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Agreement.

- 9.03 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.
- 9.04 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.
- 9.05 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (9.05) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

Article 10 - Compliance with Section 287.135(3)(c), Florida Statutes

Pursuant to Section 287.135(3)(c), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or if Contractor is or has been engaged in business operations in Cuba or Syria.

Article 11 - Notices and designated contact person

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
Engineering Department
505 S. Commerce Ave.
Sebring, FL 33870
Attn: Kenya Anderson, Project Manager

To Contractor:

Attn: _____

The Parties shall designate a contact person who shall be the primary contact person for each Party:

The County: Kenya Anderson, Project Manager

The Contractor: _____

Article 12 - Public Records Compliance

If by providing services to Owner pursuant to this Contract, Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 12.01 Keep and maintain public records required by the County to perform the services.
- 12.02 Upon request of the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 12.03 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if Contractor does not transfer the records to the County.

12.04 Upon completion of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870**

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IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, but all of which constitute the same Agreement, in the year and day first shown and mentioned.

OWNER: HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
BY ITS BOARD OF COUNTY COMMISSIONERS

R. Greg Harris, Chairman

ATTEST:

[SEAL]

Robert W. Germaine, Clerk

CONTRACTOR: _____

Signature: _____

[SEAL]

Print Name: _____

Print Title: _____

ATTEST:

Signature: _____

Print Name: _____

Print Title: _____

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HIGHLANDS COUNTY
BOARD OF COUNTY
Purchasing Division

**PRE-BID MEETING
ATTENDEE LIST
(Vendors only)**

BID #: ITB 18-046
TITLE: Various Concrete Items for Construction of the Sebring Parkway Ph III
MEETING TYPE: Pre-Bid Meeting
DATE: Thursday October 18, 2018
TIME: 9:00 AM
LOCATION: Engineering Training Room

	PRIMARY BIDDER COMPANY	ATTENDEE'S NAME	EMAIL ADDRESS
1	WEEKLEY ASPHALT PAVING, INC	ROBERT OULSBY	ROBERT@8MAIL.COM
2	Gibbs & Register, INC.	Dre Jones	estimating@gibbsandregister.com
3	Marmer Construction Inc	Marty Wohl	estimating@marmerconstruction.com
4	EXCAVATION POINT, INC	TAL RANCOURY	MAIL@EXCAVATIONPOINT.COM
5	TUCKER PAVING INC	Raymond Curtis	Ray@tuckerpaving.com
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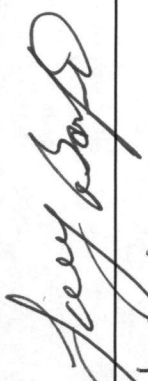

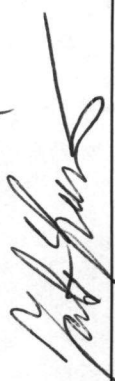


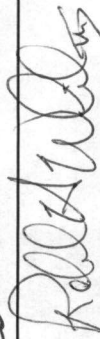


HIGHLANDS COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Purchasing Division

SIGN-IN SHEET

BID #: ITB 18-046
 TITLE: Various Concrete Items for Construction of the Sebring Parkway Ph III
 MEETING TYPE: Pre-Bid Meeting
 DATE: Thursday October 18, 2018
 TIME: 9:00 AM
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	PRINTED NAME / COMPANY OR AGENCY	PHONE NUMBER	EMAIL ADDRESS	SIGNATURE
1	Chris Davis Purchasing Manager	863-402-6528	cmdavis@hcbcc.org	<i>Chris Davis</i>
2	Kenya Anderson Project Manager	863-402-6877	kanderson@hcbcc.org	
3	Name: ROBERT OGLESBY Firm/Agency: WEEKLEY ASPHALT PAVING, INC	954-680-8005	ROBERT@C.M.A.R.L.COM	<i>Robert Oglesby</i>
4	Name: DRE JONES Firm/Agency: Gibbs & Register INC.	407 654 6133	estimating@gibbsandregister.com	<i>Dre Jones</i>
5	Name: EDDIE CARDONA Firm/Agency: HIGHLANDS COUNTY TRAFFIC	863 402-6536	ecardona@hcbcc.org	
6	Name: SOE MCLAGHLIN Firm/Agency: HIGHLANDS COUNTY ENGINEERS	863-402-6877	SMCLAGHLIN@HCBCC.ORG	<i>Soe McLaughlin</i>
7	Name: Firm/Agency:			

	PRINTED NAME / COMPANY OR AGENCY	PHONE NUMBER	EMAIL ADDRESS	SIGNATURE
8	Name: <u>Joey Barfield</u> Firm/Agency: <u>Highlands Co. R+B</u>	<u>402 6529</u>	<u>JBarfield@HCBCC.org</u>	
9	Name: <u>Marty Whil</u> Firm/Agency: <u>Marmer Construction Inc.</u>	<u>803-314-9851</u>	<u>estimating@marmerconstruction.com</u>	
10	Name: <u>TAL RANCOURT</u> Firm/Agency: <u>EXCAVATION POINT INC</u>	<u>963-471-1997</u>	<u>MAIL@EXCAVATION POINT.COM</u>	
11	Name: <u>Raymond Curtis</u> Firm/Agency: <u>TUCKER PAVING INC</u>	<u>863-299-2262</u>	<u>ray@tuckerpaving.com</u>	
12	Name: <u>Candace M. Day</u> Firm/Agency: <u>HCBCC</u>	<u>402-6877</u>	<u>cday@hcbcc.org</u>	<u>Candace M. Day</u>
13	Name: <u>Clinton Howerton</u> Firm/Agency: <u>HCBCC</u>	<u>402-6877</u>	<u>chowerton@hcbcc.org</u>	
14	Name: <u>RAUPN L. WUISLER</u> Firm/Agency: <u>HCBCC</u>	<u>402-6877</u>	<u>RWUISLER@HCBCC.ORG</u>	
15	Name:			
16	Name:			
17	Name:			
18	Name:			