

# **FOG SEAL & SINGLE/DOUBLE CHIP SEAL TREATMENTS**



**BID #: PW 23-12**

**BID OPENS: MAY 3, 2012 @ 3:05 P.M.**

## NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 3:05 p.m. (local time) May 3, 2012, for **Fog Seal & Single/Double Chip Seal Treatments**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities).

At 3:05 p.m. (local time), May 3, 2012, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on Fog Seal & Single/Double Chip Seal Treatments to be opened at 3:05 p.m., May 3, 2012**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to the bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Clerk of Circuit Court  
Attn: Gary Stanford  
Newman C. Brackin Bldg.  
302 N. Wilson St. #203  
Crestview FL 32536

//Signed//  
Richard L Brannon  
Purchasing Director

04/12/2012  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

Don R. Amunds  
Chairman

# **PAVEMENT PRESERVATION: FOG SEAL & SINGLE/DOUBLE CHIP SEAL SURFACE TREATMENTS**

**SPECIFICATIONS – THE PURPOSE OF THIS DOCUMENT IS TO SECURE SEALED BIDS FOR A MISCELLANEOUS ROAD RESURFACING UNIT PRICE CONTRACT FOR OKALOOSA COUNTY ROADWAYS.**

## **1.0 SCOPE OF WORK**

- 1.1** The Scope of Work will include, but not be limited to, all field layout, furnishing all equipment, labor, materials, including maintenance of traffic required to complete an application of various bituminous surface treatments, in accordance with these specifications and in substantial conformance with the limited established by Okaloosa County Public Works. There is no annual guarantee of work volume. The contract will not preclude the County from seeking alternate contracts on a case by case basis for new construction and existing facilities.

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend through September 30, 2013. This contract may be renewed for no additional 2-year period if in agreement with both parties. Additional work will be compiled and presented to the awarded bidder on an annual basis and will assume the same per unit cost as in the original contract.

- 1.2** The contractor will supply all material including, but not limited to, aggregate and emulsion. The contractor will also be responsible for providing all labor, equipment, fuel, traffic control, placement of signs, residence notification, sweeping, construction and application procedures required for surface treatments.
- 1.3** Okaloosa County expects to complete various types of pavement preserving surface treatments on an annual basis. The types of surface treatment Okaloosa County is expecting to use on various roads throughout the County are Fog Seal, Single Chip Seal, and Double Chip Seal treatments. Anticipated annual quantities are as follows:

**Fog Seal – 165,000 square yard/year  
Single Chip – 45,000 square yards/year  
Double Chip – 13,000 square yards/year**

These are only estimated quantities and are subject to change at the County's discretion and changing budget availability.

See Exhibit A for a list of roads and treatment types (typical). Additional work/roads may be assigned by way of Task Orders during the remainder of the contract.

- 2.0 FOG SEAL** - Liquid bituminous material for surface treatment: The contractor shall provide CRS-2h liquid bituminous material conforming to FDOT Standard Specification for

Road and Bridge 2010, Section 916-4.1 except as modified herein. The bituminous material shall be polymer modified at a minimum rate of 1.5% by weight. The contractor shall provide certification that it has a minimum of five (5) years experience manufacturing, installing and working with chip seal and bituminous liquids. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT specifications and shall be capable of manufacturing the material themselves.

**2.1 CONSTRUCTION** – The applied fog seal must break quickly (revert to solid asphalt) and cure completely (lose water to form a cohesive film). This should be at a rate that allows traffic to be accommodated without the binder being picked up by vehicle tires. To achieve this behavior, the film forming properties of the binder must be adequate (i.e., the binder must be able to coalesce into a continuous film prior to allowing traffic on the new seal). Asphalt films do not form well at low temperatures in the absence of low viscosity diluents. Thus, warm conditions with little to no chance of rain are necessary to ensure successful applications. Therefore fog seals shall not be applied when the atmospheric temperature is below 10°C (50°F), and pavement temperature below 15°C (59°F).

If an unexpected rain occurs, prior to the emulsion breaking, the contractor shall reapply any areas of emulsion that may have washed out of the pores of the pavement to prevent emulsion breaking on the surface of the pavement creating a slippery surface.

Immediately before applying a fog seal, the pavement surface shall be cleaned with a road sweeper, power broom, or flushed with a water pump-unit to remove dust, dirt, and debris. The pavement surface must be clean and dry before applying the fog seal. If flushing is required, it should be completed 24 hours prior to the application of the fog seal to allow adequate drying.

The contractor shall provide complete details regarding mixing and dilution of the emulsion prior to application.

The emulsion should be diluted no more than 24 hours before its intended use. This is to avoid settlement of the diluted emulsion. Water is always added to the emulsion and not the other way around. The emulsion may be circulated using a centrifugal or other suitable pump to ensure uniformity.

**2.2 APPLICATION RATES & SPRAYING** – Properly calibrated distributor trucks shall be used to apply the emulsion. Spray nozzles with 4 to 5 mm (1/8" to 3/16") openings are recommended. The emulsion may be heated to 50°C (122°F) maximum, although, generally the emulsion is sprayed at ambient temperature. The emulsion is sprayed at a rate that is dependent on the surface conditions (see Table 1). A test section representative of the entire surface should be chosen to approximate application rates (see Section 4.5). Typical application rates for diluted emulsion (1:1) range from 0.15 to 1.01/m<sup>2</sup> (0.03 to 0.22 gal/yd<sup>2</sup>) depending on the surface conditions (5). A 1:1 diluted emulsion is an original emulsion that has been subsequently diluted equal parts water.

Ideally, one-half of the application should be sprayed in each direction to prevent build up on one side of stones only (this is particularly important in the case of chip seals) and rough surfaces. Build up on one side can result in a

slippery surface and inadequate binder to fully enrich the surface or hold the stone.

TABLE 1: AEMA RECOMMENDATIONS FOR APPLICATION RATES					
% ORIGINAL EMULSION	DILUTION RATE	TIGHT SURFACE		OPEN SURFACE	
		(l/m <sup>2</sup> )	Gal/yd <sup>2</sup> )	(lm <sup>2</sup> )	(gal/yd <sup>2</sup> )
50	1.1	.15 - .5	.03 - .11	.4 - 1.0	.09 - .22

- A tight surface is of low absorbance and relatively smooth
- \*\* An open surface is relatively porous and absorbent with open voids

### 3.0 SINGLE CHIP MATERIALS

**3.1** Liquid bituminous material for surface treatment: The contractor shall provide CRS-2h liquid bituminous material conforming to FDOT Standard Specification for Road and Bridge 2010, Section 916-4.1 except as modified herein. The bituminous material shall be polymer modified at a minimum rate of 1.5% by weight. The contractor shall provide certification that it has a minimum of five (5) years experience manufacturing, installing and working with chip seal and bituminous liquids. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT specifications and shall be capable of manufacturing the material themselves.

**3.2 AGGREGATE** – The contractor shall provide crushed granite conforming to FDOT standard specifications for Road and Bridge, 2010, Section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

**TABLE 1 (Continued)**  
Standard Sizes of Coarse Aggregate

Amounts Finer than Each Laboratory Sieve (Square Openings), weight percent

Size No.	Nominal Size Square Openings	3/4 inch	1/2 inch	3/8 inch	No. 4	No. 8	No. 16	No. 50
467	1 1/2 inches to No. 4	35 to 70	-	10 to 30	0 to 5	-	-	-
5	1 to 1/2 inches	20 to 55	0 to 10	0 to 5	-	-	-	-
56	1 to 3/8 inches	40 to 85	10 to 40	0 to 15	0 to 5	-	-	-
57	1 inches to No. 4	-	25 to 60	-	0 to 10	0 to 5	-	-
6	3/4 to 3/8 inch	90 to 100	20 to 55	0 to 15	0 to 5	-	-	-
67	3/4 inch to No. 4	90 to 100	-	20 to 55	0 to 10	0 to 5	-	-
68	3/4 inch to No. 8	90 to 100	-	30 to 65	5 to 25	0 to 10	0 to 5	-
7	1/2 inch to No. 4	100	90 to 100	40 to 70	0 to 15	0 to 5	-	-
78	1/2 inch to No. 8	100	90 to 100	40 to 75	5 to 25	0 to 10	0 to 5	-
8	3/8 inch to No. 8	-	100	85 to 100	10 to 30	0 to 10	0 to 5	-
89	3/8 inch to No. 16	-	100	90 to 100	20 to 55	5 to 30	0 to 10	0 to 5
9	No. 4 to No. 16	-	-	100	85 to 100	10 to 40	0 to 10	0 to 5
10	No. 4 to 0	-	-	100	85 to 100	-	-	-

NOTE: The gradations in Table 1 represent the extreme limits for the various sizes indicated, which will be used in determining the suitability for use of coarse aggregate from all sources of supply. For any grade from any one source, the gradation shall be held reasonably uniform and not subject to the extreme percentages of gradation specified above.

## 4.0 APPLICATION (WEATHER) GUIDELINES

**4.1 Weather and Seasonal limitations:** The surface treatment shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 70°F (21°C), and no more than 140°F (54°C).

## 5.0 EQUIPMENT

**5.1 Distributor:** The liquid bituminous material shall be applied with a truck mounted, pressure distributor that has been calibrated within the previous twelve (12) months, for transverse and longitudinal application rate. The distributor shall be equipped, maintained and operated so that the bituminous material can be applied at controlled temperatures and rates from .035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to sixteen (16) feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include tachometer, accurate volume measuring device, a calibrated tank and a thermometer for measuring the temperature of the tank's contents. Distributors shall be equipped with a heating device, asphalt pump and full circulating spray bars adjustable laterally and vertically. Distributors

and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted, unless approved in writing by the owner. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves which control the flow from nozzles shall act positively so as to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide for accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute, and trip and total distance in feet.

- 5.2 Aggregate Spreader:** The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six (6") inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve (12) months for transverse and longitudinal application. The spreader shall be equipped with a computer-controlled aggregate/chip spreader in order to ensure the appropriate aggregate coverage at varying speeds, unless approved otherwise by the owner.
- 5.3 Pneumatic Tire Rollers:** The contractor shall use eight (8) to twelve (12) ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is properly rolled.
- 5.4 Self-Propelled Rotary Power Broom:** The self-propelled rotary broom shall be designed, equipped, maintained and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

## 6.0 METHOD OF CONSTRUCTION

- 6.1 Preparation of Surface:** The chip seal material shall be placed on a firm unyielding prepared roadway. The owner is responsible for clipping back shoulders and removing any other vegetation to ensure that the road is free of organic material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to make sure the road is free of loose aggregate, leaves and other debris prior to construction.
- 6.2 Application of bituminous material:** Liquid bituminous material shall be applied by means of a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement. If any areas are deficient the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred (200') feet in advance of the aggregate spreader when the ambient air temperature is above 75 degrees or one hundred (100') feet if the air temperature is below 75 degrees.

Application of the liquid bituminous material shall be applied at a rate of .38 -.45 gallons per square yard depending on the composition of the existing road bed, surface texture and the size of the aggregate in use.

- 6.3 Application of cover Aggregate:** Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs square yard.
- 6.4 Rolling:** Immediately following the first application of the cover material, the contractor will roll the entire surface with a pneumatic roller. This will be followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material.
- 6.5 Sweeping:** After rolling of the first application of cover aggregate, lightly broom the loose aggregate in a manner not to dislodge the aggregate embedded in the liquid. Sweep loose material from road bed.
- 6.6 Maintenance of Traffic:** Maintenance of traffic shall be the contractor's responsibility and shall be in accordance with FDOT index 600 design standards. The contractor will determine when traffic may be permitted on newly installed surface treatment.

**7.0 METHOD OF MEASUREMENT** - Surface treatment shall be measured by the number of square yards of liquid bituminous and cover aggregate compacted in place making no deduction for minor untreated areas such as catch basins and manholes.

## **8.0 DOUBLE CHIP MATERIALS**

- 8.1** Liquid bituminous material for surface treatment: The contractor shall provide CRS-2h liquid bituminous material conforming to FDOT Standard Specification for Road and Bridge 2010, Section 916-4.1 except as modified herein. The bituminous material shall be polymer modified. The contractor shall provide certification that it has a minimum of five (5) years experience manufacturing, installing and working with chip seal and bituminous liquids. The contractor shall certify the liquid bituminous material meets the aforementioned FDOT specifications and shall be capable of manufacturing the material themselves.
- 8.2 Aggregates** - The contractor shall provide crushed granite conforming to FDOT standard specifications for Road and Bridge, 2010, section 901, table 1 for #89, #78 or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner prior to the start of the surface treatment.

All methods of construction when performing the double chip application shall conform to the same standards as specified within the single chip application except whereas Okaloosa County designates a road to be double chipped. The double chip application shall consist of an application of #67 aggregate for the first layer followed by an additional applications of liquid bituminous material and a layer of #89 aggregate. Both layers of bituminous liquid asphalt and aggregate must be placed at a rate of 0.38 – 0.45 gallons per square yard and 18 – 30 lbs per square yard respectively.

## **9.0 BASIS OF PAYMENT**

The unit price bid per square yard shall include surface treatment materials, all labor costs, and necessary equipment to perform the work, maintenance of traffic, sweeping, and any required adjustments to structures.

The contractor shall be responsible for the replacement of citizen's windshields if they become cracked as a result of the work being performed and to remove any foreign materials from the paint surface as a result of the work being performed such as overspray.

## Exhibit A:

Road Name	From	To	District	Fog Seal	Chip Seal	Double Chip Seal	Micro-Surfacing	Length (Miles)	Width	Sq. Yardage
Holloway Rd	Hester Rd	Dirt	3N	50%	50%			0.7	20	8213
Cooper Ln	Hwy 90 W	Dirt	3N	75%			25%	0.6	20	7040
Overview Dr	Quail Ridge	Oriole Place	1	100%		50%		0.1	22	1291
Camelia Ave	Hwy 90	Gold Finch	1	100%				0.42	20	4928
Clint Mason Rd	Hwy 90 E	End	1	100%				0.8	20	9387
Florida Ave	Burleson Blvd	Carmillo Ln	1	100%				0.5	20	5867
Pineforest Dr	Airport Rd	Woodcliff Dr	1	100%				0.3	20	3520
Hibiscus Ave	Hwy 90	Gold Finch WY	1	100%				0.41	20	4811
McCurley Rd	Zady Ln	End	1	100%				0.1	20	1173
Overview Dr	Red Oak	Grandview Dr	1	100%				0.1	20	1173
Randy Ln	Oak Crest Dr	Sand Ridge Dr End	1	100%				0.44	20	5163
Rose Bud Ave	Hwy 90 E	Gold Finch WY	1	100%				0.43	20	5045
Taney Ln	Auburn Rd	Harrington St	1	100%				0.3	22	3872
Harris Rd.	Washington St.	Rickey Av.	2	100%				0.3	24	4224
Doodle Av.	Harris Rd.	Racetrack Rd.	2	100%				0.2	24	2816
Rickey St.	Harris Rd.	Racetrack Rd.	2	100%				0.1	24	1408
Middle Dr.	South St.	4 th Av.	2	100%				0.5	22	6453
1 St. Av.	Eglin Pky.	Beachview Dr.	2	100%				0.2	22	2581
2 nd Av.	Eglin Pky.	Beachview Dr.	2	100%				0.2	22	2581
3rd Av.	Eglin Pky.	Beachview Dr.	2	100%				0.2	22	2581
4th Av.	Eglin Pky.	Beachview Dr.	2	100%				0.2	22	2581
South St.	Eglin Pky.	Beachview Dr.	2	100%				0.2	22	2581
11th St	House # 4063	East to dead end	3S	100%				0.1	20	1173
Circle Ave	Circle Ave	Springtime Ave	3N	100%				0.1	20	1173
Griffith Mill	Melton Rd	Hwy 4	3N	100%				0.3	20	3520
Riverside Dr.	Shady Ln.	Tangelwood Cr.	4	100%				0.5	22	6453
Fay Dr.	Parish Blvd	Linda Dr.	4	100%				0.2	22	2581
Linda Dr.	Fay Dr.	End	4	100%				0.4	22	5163
Norma Ct.	Linda Dr.	End	4	100%				0.4	22	5163
Driftsand Trail	Indian Bayou Trail	Two Cr. Rd.	5	100%				0.7	22	9035
Two Cr. Rd.	Driftsand Trail	Commond Dr. W.	5	100%				0.2	22	2581
Southwind Dr.	Bluewater Blvd	Murfield Dr	5	100%				0.6	22	7744
Woodlands Dr	White Pt. Rd	Greenwood WY.	5	100%				0.3	22	3872
Oakwood Cr.	Woodlands Dr.	Greenwood WY.	5	100%				0.3	22	3872
Oakwood Way	Ridgewood Way	Oakwood Cr.	5	100%				0.1	22	1291
Ridgewood Way	Cove N.	Sandalwood Cr.	5	100%				0.6	22	7744
Sandlewood Cr.	Sandlewood Cv	All	5	100%				0.4	22	5163
Greenwood Way	Woodlands Dr.	All	5	100%				0.3	22	3872
Blue Pine Ln.	Range Rd	Meadow Ln.	5	100%				0.6	22	7744
Meadowbrook Ct	Blue Pine Ln.	Blue Pine Ln.	5	100%				0.3	22	3872
Audrey Dr	Winsted RD	End	1		100%			0.7	20	8213
Park St	Shoffner Av	Williams St	1		100%			0.11	20	1291
Edge Perry Rd	John Nix	End	1		100%			0.38	20	4459
Pennington Rd	Mt Olive	End	1		100%			0.41	20	4811
Sand Hill Rd	Poverty Creek Rd	Indian Mound	1		100%			0.22	20	2581
3rd Ave	Main St	Circle Ave	3N		100%			0.2	20	2347
4th Ave	Cooper St	Berry Ave	3N		100%			0.3	20	3520
James Peaden Rd	Hwy 2	Old River Rd	3N		100%			0.2	20	2347
Mt Olive Rd	Hwy 90	J V Wooley Rd	1			100%		0.45	20	5280
Gainer Ave	Ray St	Etta Garrett Rd	3N			100%		0.1	10	587
Grady Bagget	Sonny Barrow	End of Maintenance	3N			100%		0.1	10	587
22nd St	Nutmeg Av.	Pine St.	5			100%		0.1	22	1291
Nausau Dr	Antique Way	Barbados Way	5			100%		0.3	24	4224

# BID PROPOSAL

## PAVEMENT PRESERVATION: FOG SEAL AND SINGLE/DOUBLE CHIP SEAL SURFACE TREATMENTS (COUNTY WIDE)

Place: Okaloosa County  
Date: \_\_\_\_\_, 2012  
Project: FOG SEAL AND SINGLE/DOUBLE CHIP SEAL SURFACE TREATMENTS  
Proposal #

Proposal by \_\_\_\_\_ (hereinafter called "Bidder")  
\*a corporation, organized and existing under the laws of the State of \_\_\_\_\_  
\*a partnership, or an individual doing business as \_\_\_\_\_  
To the Board of County Commissioners, Okaloosa County, Florida (hereinafter called "Owner").

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with OWNER in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the bid price and within the bid times indicated in contract documents.
2. The Bidder accepts all of the terms and conditions of the advertisement or invitation to Bid and Special Bid Conditions, including, without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for one hundred twenty (120) days after the day of bid opening. The Bidder will sign and deliver the required number of counterparts of the agreement with the bonds, insurance, and other documents required by the bidding requirements within ten (10) days after the date of OWNER's Notice of Award.
3. In submitting this bid, the Bidder represents, as more fully set forth in the agreement, that:
  - (a) The Bidder has examined and carefully studied the bidding documents and the following addenda receipt of all which is hereby acknowledged:

(List addenda by Addendum Number and Date)

\_\_\_\_\_

- (b) The Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that affect cost, progress, performance, and furnishing of the work;
- (c) The Bidder is familiar with and is satisfied as to all Federal, State and local laws and regulations that affect cost, progress, performance and furnishing of the work;

The Bidder has carefully studied the site and all drawings of physical conditions in or relating to existing surface. The Bidder accepts the determination set forth in "technical data" contained in such drawings upon which the Bidder is entitled to

rely. The Bidder acknowledges that such reports and drawings are not contract documents and may not be complete for the Bidder's purposes. The Bidder acknowledges that OWNER and ENGINEER 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. The 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 affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequence and procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto. The Bidder does not consider that any additional examinations, investigations, exploration, 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.

- (e) The Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.
  - (f) The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
  - (g) The Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
4. The Bidder agrees that the work as per Exhibit A will be completed and ready for final inspection within **Sixty (60) calendar** days after Notice to Proceed. The Bidder accepts the provisions of the agreement as to liquidated damages, as specified, in the event of failure to complete the work within the times specified in the agreement. Additional work may be assigned by way of Task Orders during the remainder of the contract.
5. The Bidder understands that there is no obligation on the part of the County to award the bid to the lowest Bidder and the County reserves the right to award the bid to the Bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
6. The Bidder understands that the Board, in its absolute discretion, may reject any bid of a Bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has

directed the Okaloosa County Purchasing Director to emphasize this condition to potential Bidders.

7. Terms used in this bid which are defined in the General Conditions or Special Bid Conditions will have the meaning indicated in the General Conditions or Special Bid Conditions.
8. The Bidder agrees to perform all of the general construction Work, complete, at the price shown on the following Bid Schedule:

### BID SCHEDULE

QTY	UNIT	PAY ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1.000	LS	MOBILIZATION	\$	\$
1.000	LS	MAINTENANCE OF TRAFFIC	\$	\$
45000	SY	Single Chip Seal	\$	\$
13000	SY	Double Chip Seal	\$	\$
165000	SY	Fog Seal	\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

I, the undersigned, hereby submit the following bid:

**TOTAL BID PRICE:** \_\_\_\_\_

**In words:** \_\_\_\_\_

**Submitted on:** \_\_\_\_\_

**State Contractor License No.** \_\_\_\_\_

IF Bidder IS:  
**A Corporation**

By \_\_\_\_\_ (SEAL)  
 (Corporation Name)

\_\_\_\_\_  
 (State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_  
(Title)

(CORPORATE SEAL)

ATTEST \_\_\_\_\_ (Secretary)

Date of Qualification to do business is \_\_\_\_\_

Business Address: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

**A Joint Venture**

By \_\_\_\_\_ (SEAL)  
(Name)

By \_\_\_\_\_ (SEAL)  
(Name )

Phone number and address for receipt of official communications:

\_\_\_\_\_  
\_\_\_\_\_

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

# COMPANY DATA

Bidder's Company Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person (typed or printed): \_\_\_\_\_

Phone #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Federal ID # or SS #: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Emergency # After Hours: \_\_\_\_\_

Emergency # for Weekends: \_\_\_\_\_

Emergency # for Holidays: \_\_\_\_\_

# SPECIAL CONDITIONS

1. **Bid Price** - The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc., to cover the finished work called for.
2. **Applicable Laws and Regulations** - The bidders attention is directed to the fact that all applicable state laws, county municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they are written out in full herein.
3. **Protection of Work Area** – The successful bidder will be required to protect all work areas necessary to prevent accidents and insure safe working conditions for employees and work related personnel.
4. **Review of Job Site** – For technical information or to see job site, contact Clay Simmons, Public Works Department; 850-689-5772 or 850-546-0574; 6:00 a.m. – 4:00 p.m., Monday – Friday.
5. **Bid Information** – For information relating to bid specifications, contact Jack Allen at the Okaloosa County Purchasing Department, 602-C North Pearl St, Crestview FL 32536; 850-689-5960.
6. **Specification Exception** – The contractor shall be responsible for any damages to existing utilities, concrete, asphalt, buildings, or grounds, etc., and shall repair or replace any damage at his own expense.
7. **Right to Waive and Reject**
  - A. The Board, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential Bidders.
  - B. There is no obligation on the part of the County to award the bid to the lowest bidder, and the County reserves the right to award the bid to bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
  - C. The Board of County Commissioners reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

- D. The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that made it impossible to determine the true amount of the bid.
8. **Disqualification of Bidders** - Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his bid or bids:
- A. More than one bid for the same work from an individual, firm or corporation under the same or different name.
  - B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
  - C. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
  - D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of bids.
  - F. Default under previous contract.
  - G. The Board, in its absolute discretion, may reject any bid of a bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential bidders.
9. **Conditional and Incomplete Bids** - The Board of County Commissioners specifically reserves the right to reject any conditional bid and will normally reject those that make it impossible to determine the true amount of the bid.
10. **Investigation of Bidder** - The owner may make such investigations as he deems necessary to determine the stability of the bidder to perform the work and that there is no conflict of interest as it relates to the project. The bidder shall furnish to the owner any additional information and financial data for the purpose as the owner may request. The data shall include a detailed and up-to-date list of plant equipment and materials which bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program or work to be done.
11. **Preparation of Bids** - Bids must be submitted upon the prescribed forms provided herein. All blank spaces must be filled in as noted in ink or typed in both words and numbers with the amounts extended and totaled. No changes shall be made in phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amounts shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for or which shall in any manner fail to conform to the conditions of published notice inviting bids.

12. **Bid Bond** - Bidders are required to submit a Bid Bond, Cashier's or Certified Check in the amount of 5% of their total bid and **the Bid Bond is to be attached to their bid.**
13. **Performance/Payment Bond** – The successful contractor will be required to submit a Performance Bond in the amount of **100% of the amount bid** and the bond will be held for the life of the contract. The Performance/Payment Bond, along with Certificates of Insurance and any other necessary contract documents will be returned to the successful bidder upon satisfactory completion of the project.
14. **Indemnification & Hold Harmless** - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract
15. **Conflict of Interest** - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its' agencies.

Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the bid, must file a statement with the Clerk of Circuit Court of Okaloosa County if he is an officer or employee of the County, disclosing his or spouses or child's interest and the nature of the intended business.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

16. **Identical Tie Bid** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

17. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its

local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

18. **Recycled Content Information** - In support of the Florida Waste Management Law, bidders are encouraged to supply with their bid any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

**Note: For bidder's convenience, this certification form is enclosed and is made a part of the bid package.**

19. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

20. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

22. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper

time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

23. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Public Works Dept, 1759 S. Ferdon Blvd, Crestview FL 32536; Attn: Clay Simmons. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order #.
24. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.
25. **Non-Contact** - No communication is allowed between submitting proposers and members of the selection committee prior to oral presentations. Failure to comply with this policy will result in disqualification. All communication shall be through Richard Brannon, Purchasing Director, 850-689-5960.

## **PROPOSED BOARD POLICY ON “NO CONTACT CLAUSE”**

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is advertised and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective bidders/proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director's decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
**Signature** **Company Name**

Hereby agree to abide by the County's “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

# INSURANCE REQUIREMENTS

## Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

### **Workers' Compensation Insurance**

- A. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **Business Automobile and Commercial General Liability Insurance**

- A. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
- B. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
- C. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
- D. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
  - 4.) Completed Operations and Products Liability
- E. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<b><u>LIMIT</u></b>
A. Worker's Compensation	
1.) State	Statutory
2.) Employer's Liability	\$1,000,000 each accident
B. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C. Personal and Advertising Injury	\$250,000

**Notice of Claims or Litigation**

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**Indemnification & Hold Harmless**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

**Certificate of Insurance**

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the

address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a bid without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR**'s full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### **General Terms**

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

### **Umbrella Insurance**

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

# E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the OWNER upon request.

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As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
**DATE**

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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FIRM NAME: \_\_\_\_\_

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

E-MAIL: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# RECYCLED CONTENT FORM

1. Is the material in the above: Virgin\_\_\_\_\_ or Recycled\_\_\_\_\_ (Check the applicable blank). If recycled, what percentage \_\_\_\_\_%.

Product Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Is your product packaged and/or shipped in material containing recycled content?

Yes\_\_\_\_\_ No\_\_\_\_\_

Specify: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Is your product recyclable after it has reached its intended end use?

Yes\_\_\_\_\_ No\_\_\_\_\_

Specify: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Bidder: \_\_\_\_\_

# LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES \_\_\_\_\_

NO \_\_\_\_\_

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\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Authorized Signature – Typed

# LIST OF SUBCONTRACTORS

The BIDDER expressly agrees that:

1. If awarded the contract as a result of the bid, the subcontractors used in the prosecution of the work will be those listed below.
2. The following list includes all subcontractors who will perform work on this project.
3. The subcontractors listed below are financially responsible and are qualified to do the work required.
4. Use of any of the subcontractors is subject to the approval of the County and Engineer.

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

\_\_\_\_\_

CONTRACTOR'S NAME

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

TITLE

# PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and

(Corporation, Partnership or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for

\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect.

PAYMENT BOND

**PROVIDED**, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

**PROVIDED, FURTHER**, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**PROVIDED, FURTHER**, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

**PAYMENT BOND**

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

(SEAL)

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_(S)

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

ATTEST

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS TO SURETY

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

**Note:** Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_.

**NOW, THEREFORE**, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

## **PERFORMANCE BOND**

**PROVIDED, FURTHER**, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

**PERFORMANCE BOND**

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

(SEAL)

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_(S)

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

ATTEST

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_  
WITNESS TO SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

**Note:** Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# “SAMPLE” CONTRACT

This agreement, executed in Crestview, Florida this \_\_\_\_\_ day of \_\_\_\_\_ 2012 between the County of Okaloosa, Florida, the Owner, hereinafter called the Party of the First Part, and \_\_\_\_\_ or **its** successors, executors, administrators and assigns, hereinafter called the Party of the Second Part.

**WITNESSETH:**

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **relating to providing Single/Double Chip Seal & Fog Seal Treatment of Roads under RFB #PW 23-12** for an approximate total price of \$ \_\_\_\_\_ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Bid are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the foregoing promises, the Party of the First Part agrees to pay to the Party of the Second Part such unit prices for the work actually done as are set out in the accompanying bid in the manner provided in the said Specifications.

The Contractor/Consultant shall be prepared to begin work to be performed under the contract as he set forth in his bid, but will not proceed until the contract has been executed. This contract shall be in effect upon signatures by both parties and shall run through the length of the project.

This contract shall commence effective upon execution by both parties and extend through September 30, 2013 and may be renewed for one additional 2-year period if in agreement with both parties.

**REPRESENTATIVES:** The authorized representative of the County shall be:

**Clay Simmons**  
**1759 S. Ferdon Blvd.**  
**Crestview FL 32536**  
**850-689-5772**  
**E-Mail: [csimmons@co.okaloosa.fl.us](mailto:csimmons@co.okaloosa.fl.us)**

The authorized representative for \_\_\_\_\_ shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_

All notices required by this agreement shall be in writing to the representative listed above with a courtesy copy to the following:

Jack Allen  
Contracts & Leases  
Okaloosa County Purchasing Department  
602-C North Pearl Street  
Crestview, FL 32536  
850-689-5960 / 850-689-5998 (FAX)  
E-Mail: [jallen@co.okaloosa.fl.us](mailto:jallen@co.okaloosa.fl.us)

**IN WITNESS WHEREOF**, the Chairman of the Board of County Commissioners, by authority vested in him, has hereunto subscribed his name on behalf of the County of Okaloosa, Florida, the Owner, and the said \_\_\_\_\_ has hereto fixed his signature, the day and year above written.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

**BY** \_\_\_\_\_

\_\_\_\_\_

**TITLE**

**STATE OF FLORIDA  
COUNTY OF OKALOOSA**

This contract is accepted this \_\_\_\_ day of \_\_\_\_\_ 2012 and is effective on the \_\_\_\_ day of \_\_\_\_\_ 2012.

**ATTEST:**

**COUNTY OF OKALOOSA, FLORIDA**

\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Court

**BY** \_\_\_\_\_  
Don R. Amunds, Chairman