

# Town of Brooker Florida



Request for Bid No. 2022-1  
TOWN OF BROOKER FLORIDA  
VARIOUS ROADWAY IMPROVEMENTS  
BETWEEN PINHOLSTER STREET AND SR 18  
FPID 441437-1

# NOTICE OF AVAILABILITY OF BID DOCUMENTS

REQUEST FOR BID NO. 2022-1 TOWN  
OF BROOKER FLORIDA  
VARIOUS ROADWAY IMPROVEMENTS BETWEEN  
PINHOLSTER STREET AND SR 18  
FPID 441437-1

## Town of Brooker

17435 Tetstone Avenue

P.O. Box 127

Brooker, FL 32622

352-485-1022 (office)

Email: [brookerclerk1022@windstream.net](mailto:brookerclerk1022@windstream.net)

[www.townofbrooker.com](http://www.townofbrooker.com)

The Town of Brooker is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified FDOT Contractor capable of providing construction services in accordance with bid documents to furnish all labor, materials, equipment, and incidentals required to construct the **Various Roadway Improvements** as shown on the Bid Documents. This Project has FDOT Small County Outreach Program (SCOP) Funding under Agreement signed on March 29, 2021.

### Bid Schedule

ADVERTISEMENT	October 14, 2022
QUESTIONS / ANSWERS DEADLINE	October 28, 2022 – 5:00 PM
TOWN RESPONSES TO Q/A DUE	November 7, 2022
BID DUE / OPENING	November 14, 2022 Monday – 2:00PM EST (Local Time)

Bid documents regarding this project may be obtained at: [www.townofbrooker.com](http://www.townofbrooker.com).

If you have any questions, concerns, or problems accessing the bid package, please contact Ms. Suzanne D. Mcree, Town Clerk at 352-485-1022. Requests for additional information or clarification regarding the specifications must be sent via email to [brookerclerk1022@windstream.net](mailto:brookerclerk1022@windstream.net). **No verbal requests or questions will be honored.**

The Town of Brooker does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH DATE: October 14, 2022 – Gainesville SUN

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### SEPARATE INDIVIDUAL ATTACHMENTS:

1A. Issued for Bid Plan Set

## STATEMENT OF PROJECT

The intent of the PROJECT is to improve the roadways within the Town by: resurfacing the existing asphalt roadways as identified, constructing some new roadway segments, replacing existing stop signs and accompanying stop bar striping, repairing cracked pavements along pavement edges.

The Town of Brooker has identified twenty (20) streets to be improved as part of the base bid work and one (1) street as a bid alternate A (Michigan Avenue) to be included in the project if the grant funds are sufficient to cover the construction costs of the entire project. The design plans include all segments of the base bid and the bid alternate. This bid will award a contract for the construction of the following streets as funding allows.

**Base Bid shall include: (13,579 LF)**

- 1) LINE ST (187 LF)
- 2) PINE ST (182 LF)
- 3) BLOXHAM ST (191 LF)
- 4) BRADFORD AVE (1,008 LF)
- 5) S. WARD ST (187 LF)
- 6) N. WARD ST (444 LF)
- 7) S. EAST ST (185 LF)
- 8) N. EAST ST (607 LF)
- 9) OLIVE AVE (722 LF)
- 10) SCHOOL ST (773 LF)
- 11) CEDAR DR (2,507 LF)
- 12) MAPLE ST (484 LF)
- 13) ELM ST (586 LF)
- 14) CHERRY ST (914 LF)
- 15) PARKER ST (580 LF)
- 16) COLSON ST (661 LF)
- 17) VICTOR ST (654 LF)
- 18) GREEN ST (611 LF)
- 19) PINHOLSTER ST (1,070 LF)
- 20) HARRELL ST (1,026 LF)

**Bid Alternate A includes:**

- 21) MICHIGAN AVE (627 LF)

**The lowest responsible and responsive bidder will be selected based upon the Base Bid or the Base Bid plus Bid Alternate A at the Town's option.** Bidders shall include the price for both the Base Bid and Bid Alternate A.

The Town of Brooker expects to award this project (provided the construction costs are within the available SCOP grant funds for construction) in an expedited manner and proceed to construction.

The Town of Brooker has an Agreement with FDOT through the State of Florida Small County Outreach Program (SCOP) for a grant to cover the cost of construction. The Town of Brooker shall execute this project in compliance with the requirements of their agreement.

## SECTION I. INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF BROOKER. THE TOWN OF BROOKER MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**DEFINITIONS:** Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- Addenda: a written change to a solicitation.
- Bid: any offer submitted in response to this request for Bid.
- Bidder: One that submits a bid in response to this Request for Bid.
- Bid Documents: Includes the Instruction to Bidders, General Provisions; Special Provisions; the Bid Form; Issued for Bid Plans; Certificate(s) of Insurance, if required; all Addendums issued prior to receipt of bids.
- Town: Shall refer to Town of Brooker, a municipal corporation of the State of Florida.
- Contract: The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- Responsible: Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid and is otherwise eligible for award.
- Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- Request for Bid (RFB): Shall mean this solicitation document, including any and all addenda. A RFB contains well defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- Solicitation: The written document requesting either bids or proposals from the marketplace.
- Successful Bidder(s): The lowest responsive, responsible Bidder(s) to whom Town (on basis of Town's evaluation) makes an award.
- Vendor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The Town has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Town. A deviation is material if, in the Town's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

### 1. INSTRUCTIONS TO BIDDERS

**A. QUALIFICATIONS OF BIDDER:** It is intent to the Town to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the Town. Bidder may be required to supply information in writing at the request and discretion of the Town prior to award of bids, in order to verify above requirements.

**B. EXAMINATION OF BID DOCUMENTS:** Prior to submission of a bid form, bidders shall carefully examine

all bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this contract. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Town Clerk in written form as a request for interpretation no later than five business (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to view the solicitation and all issued addenda or contact the Town to determine if addenda were issued. Examination of site: Prior to submitting a bid form, each bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

**C. CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted to the Town of Brooker in written form as a request for interpretation no later than five (5) business days prior to the bid opening.

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The Town will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Town Clerk, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

**D. MODIFICATION OR WITHDRAWAL OF BIDS:** Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

**E. NO BID:** A respondent who obtains the Bid Documents and decides not to submit a response, is kindly requested to voluntarily submit a statement of non-submittal to the Town.

**F. PROMPT PAYMENT:** It is the policy of the Town that payment for all purchases by the Town shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

**G. CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the Bid Documents, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Issued for Bid Plans, the Special Provisions, and then the General Provisions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

## **2. PREPARATION AND SUBMISSION OF BID FORM:**

*Bid Form:* Bids shall be made on forms supplied by the Town, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature, date and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the

bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the Town.

Bid Documents: Bid documents and forms shall be submitted sealed to the Town of Brooker.

- a) The envelope/package shall be clearly marked with the following: **Bid Number, Bid Name, Date Submitted, Bidder Name and Business Address of the bidder.**
- b) All firms are required to submit **one (1) original and one (1) copy of their completed bid offer**. Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation. For your bid to be acceptable, **all blank spaces** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.
  - a. Responsibility for getting this bid to the Town on or before the specified date and time is solely and strictly the responsibility of the bidder. The Town will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope and must be in the Town Hall by the date and time specified for opening.
  - b. Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated. Signing the Bid Form constitutes an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids. In addition, for bids over \$150,000.00, the standard proposal guaranty of 5% of the bid will be required, unless otherwise stipulated in the proposal advertisement. A Proposal Guaranty of not less than five percent (5%) of the total actual bid in the form of either a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank, or a Surety Proposal Guaranty made payable to the Town of Brooker must be received for each bid in excess of \$150,000.00. A check or draft in an amount less than five percent (5%) of the actual bid will invalidate the bid. Proposal Guaranty shall substantially conform to DOT Form 375-020-09 furnished with the Proposal.

Bid Opening: All bids received by the date and time specified shall be opened and **the name of each bidder and total bid price of each bidder** read aloud within the designated room at Town Hall, at the bid opening. The opening and reading shall be in the presence of the Town Clerk. Bidders and the general public are not required to be present but are invited to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. **TOWN RIGHTS:** The Town of Brooker reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the Town. Also, the Town reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the Town. In the event the Town receives only one response; the bid may be either accepted or rejected by the Town depending on available competition and the timely needs of the Town.
4. **AWARD OF BID:** The award shall be let to the lowest responsive, responsible bidder (**for the base bid or base bid plus alternate A**) who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the Town indicates that the award will be in the best interest of the Town. This is assuming the bids are within budgetary constraints of the available SCOP grant funds.
5. **ERRORS:** For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders. Obviously misplaced decimal

points will be corrected. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected. Apparent errors in addition of lump sum and extended prices will be corrected. For the purpose of bid evaluation, the Town will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.



6. **BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the Town Hall, within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.
7. **WARRANTY:** All warranties express and implied, shall be made available to the Town for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the Town, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.
8. **DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Bid Documents, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the Town the name of the manufacturer, the model number and other identifying data and information necessary to aid in the Town in evaluating the substitution. Such substitution shall be subject to Town approval. Substitutions shall be approved only if determined by the Town to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the Town does not approve the substitution.
9. **CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the Town and the vendor, continue until completion without change to the then current prices, terms and conditions.

**10. TERMINATION OF CONTRACT:**

Funding in Subsequent Fiscal Years: It is expressly understood by the Town and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the Town Council. In the event that funds are not available or appropriated, the Town reserves the right to terminate the Contract. The Town will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

Termination With or Without Cause: The Town shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail. The Town reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the Town's intent to terminate. In the event of termination for default, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the Town failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the Town Mayor, or if the project is suspended by the Town for a period greater than ninety (90) calendar days.

11. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the Town in connection with this solicitation shall be deemed conclusively to be a waiver of

any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

- 12. RULES, REGULATIONS AND LICENSES:** The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations, or other requirements, as each may apply. When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance. The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the TOWN, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.
- 13. CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Town.
- 14. COLLUSION:** By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder.
- 15. PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of 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 Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the Town due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.
- 16. DRUG FREE WORKPLACE PREFERENCE:** The Town has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the Town workplace.
- 17. EQUAL EMPLOYMENT OPPORTUNITY:** The Town of Brooker, Florida, in accordance with the provisions of Title VII

of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

- 18. NON-DISCRIMINATION:** The Town of Brooker does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
- 19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the Town provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.
- 20. FORCE MAJEURE:** Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
  - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
  - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
  - d. A declared emergency of the federal, state, or local government; or
  - e. Any other like event that is beyond the reasonable control of the non-performing party; then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
  - f. The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
  - g. The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
  - h. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
  - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of *force majeure*. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure*

and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term.

- 21. GOVERNING LAWS:** The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Bradford County, Florida.
- 22. SUBCONTRACTING:** Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the Town. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Town may result in termination of the Contract for default.
- 23. MODIFICATION OF CONTRACT:** Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable Town procedures.
- 24. SUCCESSORS AND ASSIGNS:** The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the Town, except that claims for the money due or to become due to the vendor from the Town under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Town. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the Town.
- 25. CONTRACTING WITH TOWN EMPLOYEES OR BOARD MEMBERS:** Any Town employee, Board member or member of his or her immediate family seeking to Contract with the Town shall seek a conflict of interest opinion from the Town Mayor or their designated representative prior to submittal of a response or application of any type to Contract with the Town. The affected employee or Board member shall disclose his or her assigned function within the Town and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract. Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with Town employees or board members.
- 26. TRUTH-IN-NEGOTIATIONS CERTIFICATE:** If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract. For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the Town determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The Town shall exercise its rights under this "Certificate" within one (1) year following payment.
- 27. GRANT FUNDING:** In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the Town upon request. **This project is funded through a grant with the State of**

**Florida (Small County Opportunity Program) administered by the Florida Department of Transportation (FDOT).**

**28. NOT USED**

**29. STATE REGISTRATION REQUIREMENTS:** Any bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

**30. NOTICE TO PROCEED/DELIVERY:** After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

**31. NONEXCLUSIVE CONTRACT:** Award of this Contract shall not require the Town to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The Town reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the Town.

**32. AUDIT:** Town shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

**33. UNAUTHORIZED ALIEN WORKERS:** The Town will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Town shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the Town.

**34. E- VERIFY:** The Town, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

**35. EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**36. PAYMENT:** One (1) original request for payment must be submitted to the Town of Brooker on a form approved by the Town. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied an updated work schedule to reflect progress of work. Price shall be net and all invoices payable according to the

Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the Town or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the Contract.

- 37. MBE:** Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.
- 38. DBE Contract Assurance (NOT APPLICABLE):** The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 39. COMPLIANCE WITH FLORIDA TRENCH ACT:** Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included the line items of the bid.
- 40. INSURANCE REQUIREMENTS:** The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the Town, as outlined in Section IV of this Request for Bid package.
- 41. CONTACT PROHIBITION:** All prospective Bidders are hereby instructed **NOT** to contact any member of the Town of Brooker Council, the Town Mayor, or Town of Brooker staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, Town's Intent to Award, or Town's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.
- 42. SCRUTINIZED COMPANIES:**
- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the Town, every person or entity shall certify that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
  - B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the Town, every person or entity shall certify that all of the following are true:
    - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
    - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
    - 3. It is not engaged in business operations in Cuba or Syria.
- 43. CONFLICTS OF INTEREST – TOWN OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the Town to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the Town, they shall seek a conflict

of interest opinion from the Town Mayor or his/her designated representative prior to submittal of a response.

**44. RELEASE OF LIENS:** The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the Town, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

**END OF SECTION I**

## SECTION II – GENERAL PROVISIONS

**1.1 Intent of Contract:** Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, electricity, water, equipment, and all other work needed for a complete project as described in the Technical Specifications and/or shown on the Contract Drawings attached herewith. The Town reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary. The intent of the Contract Drawings, as applicable, is to describe a complete project to be constructed. The Contract Documents comprise the entire Agreement between the Town and the Contractor. They may be altered only by addendum or change order approved by the Town.

### 1.2 Definitions:

**1.2.1** The successful bidder for this Contract will be referred to as the **CONTRACTOR**, acting personally or through an assistant duly authorized for such act by the Town will be referred to as Town. For the purposes of this Contract, the word “Project” shall mean the work shown in the Contract Drawings.

**1.2.2** The Contract documents consist of the Bid Documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

**1.2.3** Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

**1.2.4** Subcontractor(s), as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

**1.2.5** The term “work” of the Contractor includes labor or materials or both, equipment, transportation, and any other facilities necessary to complete the Contract.

**1.2.6** All time limits stated in the Contract documents are of essence to the Contract.

**1.2.7** The words “furnish,” furnish and install,” “install,” and “provide” or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for service.”

**1.3 Time of Completion:** The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days, or date limits, as stated.

**1.4. Quality of Work:** The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the Town.

## 2. PROSECUTION AND PROGRESS

**2.1 Subletting or Assigning of Contracts:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, title, or interest therein, without written consent of the Town.

**2.2 Preconstruction Meeting:** After the Contract has been awarded, the Town will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the Town, the Contractor and various utility companies that will be affected by the construction.



- 2.3 Performance Bond:** The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Town of Brooker. Performance Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Town reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder. Performance Bonds shall be submitted with the executed Agreement.
- 2.4 Submission of Work Schedule/Order of Completion:** At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. Construction Schedule provides additional information for ongoing scheduling requirements associated with this Contract.
- 2.5 Provisions for Convenience of Public:** The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses or residences. Where necessary, the Town may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would represent a more serious handicap, before beginning construction in the less affected areas.

### 3. CONTROL OF THE WORK AND MATERIALS

#### 3.1 Control of Work:

- 3.1.1 Plans and Contract Documents:** If required for the project, the Contractor will be furnished a universal serial bus flash drive of the Plans, Technical Specifications, General and Special Provisions. Additional copies, if needed for the Work associated with this Contract, will be submitted upon written request. Other copies that may be needed by the Contractor shall be self-produced by the Contractor at his own expense.
- 3.1.2 Order of Precedence:** These documents are integral parts of the Contract, and a requirement occurring on one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In cases of discrepancy, the governing order of documents shall be as follows:
- 3.1.2.1 Permits from Agencies as required by law
  - 3.1.2.2 Change Orders
  - 3.1.2.3 Contract Documents
  - 3.1.2.4 Technical Specifications
  - 3.1.2.5 Construction Plans
    - 3.1.2.5.1 Dimensions given in figures govern scaled dimensions.
    - 3.1.2.5.2 Detail drawings govern over general drawings.
    - 3.1.2.5.3 Addenda/Change order drawings govern over Contract documents.
  - 3.1.2.6 FDOT FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions
  - 3.1.2.7 FDOT July 2022 Standard Specifications for Road & Bridge Construction
- 3.1.3 Conformity of Work with Plans:** All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Construction Plans or indicated in the Technical Specifications or Special Provisions.
- Authority of the Town:** All work shall be done under the supervision of the Town or the Town's representative and performed to its satisfaction. It is agreed by the parties hereto that the Town shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or by reason of the Contract.
- 3.1.4 Town's Status:** The Town and/or the Town's Representative shall examine and inspect the work to

assure compliance with the requirements of these Contract Documents. The Town and/or the Town's Representative shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

The Town has the authority to:

3.1.4.1 Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

3.1.4.2 Reject all work that does not conform to the Contract.

3.1.4.3 Resolve questions that arise in the execution of the work.

The Town's Representative has the authority to:

3.1.4.4 Reject all work that does not conform to the Contract.

3.1.4.5 Resolve questions that arise in the execution of the work.

**3.1.5 *Suspension of Work:*** The Town may at any time suspend work by giving ten (10) calendar days notice to the Contractor in writing. The Town shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the Town does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

**3.1.6 *The Town's Right to do Work:*** If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the Town, after three days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

**3.1.7 *The Town's Right to Terminate Contract:*** If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the Town may terminate the Contractor's right to proceed. In such event, the Town may take over the work and prosecute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost occasioned by the Town. The Town may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which a time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the Town, or be guilty of a violation of a provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the Town and the damage incurred through the Contractor's default shall be borne by the Contractor. In any circumstance, the Town shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days written notice by certified mail. In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the Town and shall be delivered to the Town without reservation.

**3.1.8 *Town May Stop the Work:*** If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the Town may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Town to stop the Work shall not give rise to any duty on the part of the Town to exercise this right for the benefit of the Contractor or any other party. The Town will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

**3.1.9 *Town's Decision:*** The Town shall, within a reasonable time after their presentation, make decisions in

writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

**3.1.10 Authority and Duties of Town's Inspectors:** The Town's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

**3.1.11 Inspection of Work:** The Town and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. If the Specifications/Conditions, the Town's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give to the Town timely notice of its readiness for inspection and, if the inspection is by an authority other than the Town, the date fixed for such inspection. Inspections by the Town shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the Town, it must, if required by the Town, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered and the work must be uncovered by the Contractor.

**3.1.12 Contractor's Supervision and Employees:** The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Supervisor, Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the Town. The Superintendent or his/her qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. The Contractor shall issue all communications to the Town or his/her representative.

The Contractor's Superintendent shall be present on the job site **at all times** while work is in progress and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

If the Contractor, in the course of the work, finds any discrepancy between the drawing and the physical conditions of the site, or any errors or omissions in drawing, or in the construction layout points and instructions, he/she shall immediately inform the Town, in writing, and the Town shall promptly verify same. Any work done after such discovery will be done at the Contractor's risk.

Neither party shall employ or hire any employee of the other party without the concurrence of each party.

**3.1.13 Contractor's Understanding:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities

needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

**3.1.14 *Permits and Regulations:*** Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor and paid for by the Town, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the Town in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Town, he/she shall bear all costs arising there from.

**3.1.15 *Protection of Work and Property:*** The Contractor shall continuously maintain protection of all his/her work from damage and shall protect the Town's property from injury or loss arising in connection with this Contract. He/she shall adequately protect adjacent property as provided by law and the Contract Documents. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Town, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the Town.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain and provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the Town. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the Town, the Town will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the Town has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the Town.

**3.1.16 *Changes in the Work:*** The Town, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the Town shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Town; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

3.1.16.1 By estimate and acceptance in a lump sum.

3.1.16.2 By unit prices named in the Contract or subsequently agreed upon.

3.1.16.3 By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the Town may direct, a correct amount of the net cost of labor and materials, together with vouchers. The Town shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor.

Pending final determination of value, no payment on changes shall be made. When requiring a change in the

scope of services the Contractor shall notify the Town by written notice that a change order is requested within five (5) days of any occurrence.

- 3.1.17 *Deductions for Uncorrected Work:*** If the Town deems it inexpedient to correct work injured or done not in accordance with the Contract, some equitable deductions from the Contract price shall be made thereof.
- 3.1.18 *Delays and Extension of Time:*** If the Contractor should be delayed at any time in the progress of work by any act of negligence by the Town or its employees or by any other Contractor employed by the Town, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the Town, or by any cause which the Town shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Town may decide. However, no time delay shall be allowed if judged by the Town to be caused by the Contractor's negligence.  
No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the Town. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
- 3.1.19 *Correction of Work Before Final Payment:*** All work, materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the Town who shall be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet Town's approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Town, any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as the Town, in its judgement, finds to be equitable.
- 3.1.20 *Contractor Right to Stop Work or Cancel Contract:*** If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the Town fails to pay the Contractor within thirty (30) calendar days of maturity and presentation of any sum certified by the Town, then the Contractor may, upon seven (7) calendar days written notice to the Town, stop work and terminate this Contract.
- 3.1.21 *Removal of Equipment:*** In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Town, shall promptly remove any part or all of his equipment and supplies from property of the Town and/or site of work, failing which the Town has the right to remove such equipment and supplies at the Contractor's expense.
- 3.1.22 *Use of Completed Portions:*** The Town has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the Town may determine and the Town approves.
- 3.1.23 *Payments Withheld:*** The Town may withhold payment to the Contractor from loss on account of:
- 3.1.23.1 Defective Work not remedied.
  - 3.1.23.2 Claims filed or evidence indicating probable filing of claims.
  - 3.1.23.3 Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
  - 3.1.23.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
  - 3.1.23.5 Damage to another Contractor.
- 3.1.24 *Damages:*** Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.
- 3.1.25 *Assignment:*** Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her

hereunder without the previous written consent of the Town.

- 3.1.26 *Right of Various Interests:*** Before work being done by the Town's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Town before such commencement, to secure the completion of the various portions of the work in general harmony.
- 3.1.27 *Separate Contracts:*** The Town reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.
- 3.1.28 *Subcontractors:*** The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Town or Town's Engineer of Record and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Town or Town's Engineer of Record to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Town or Town's Engineer of Record may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values. Substitutions must be submitted in writing and shall be subject to the approval by the Town. To ensure proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the drawings. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Town, Town's Representative, or Engineer to reject defective Work, material or equipment; or, Work, material or equipment not in conformance with the requirements of the Contract Documents. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Town. All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor. The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.
- 3.1.29 *Horizontal and Vertical Control:*** Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 3.1.30 *Lands for Work:*** The Town shall provide the lands upon which the work under this Contract is to be done, except that the Contractors shall provide land required for the erection of temporary construction facilities and storage of material, together with the right of access to same.
- 3.1.31 *Cleaning Up:*** The Contractor shall, at such times as may be required by the Town, remove from the Town's property and from all public and private property, at his/her own expense, all temporary structures,

used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the Town. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

**3.1.32 *Guarantee:*** The Contractor shall warrant all equipment furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the work, final completion by the Town or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the Town and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers. The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the Town, whichever is later.

**3.1.33 *Responsibility Regarding Existing Utilities and Structures:*** The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within the line item bid prices the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities, which may be in conflict with the construction of the proposed project.

**3.1.34 *Accidents:*** The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the Town accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Town. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the Town, giving full details of the claim.

**3.1.35 *Measurement of Quantities:*** The quantities of work performed will be computed by the Town on the basis of measurement taken by the Town or its CEI Consultant, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the Town according to the United States Standard Measurement and Weights. The Town does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the Town prior to any work.

**3.1.36 *Reference to Other Specifications:*** Where reference is made to specifications such as ASTM, AWWA or AASHTO, Municipality or County, the latest edition shall be used.

**3.1.37 *Sanitary Facilities:*** The Contractor shall provide and maintain, in a sanitary

condition, facilities for his/her employees as are required by local and state boards of health.

**Quality of Equipment and Materials:** To establish standards of quality, the Town may, in the specifications, refer to products by name and/or catalog number. This procedure is to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

- 3.1.37.1** The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the Town may require.
- 3.1.37.2** The Contractor shall abide by the Town's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The Town will approve or disapprove proposed substitutions in writing within a reasonable time.
- 3.1.38 Codes and Laws:** The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.
- 3.1.39 Traffic Control:** The Contractor shall comply with the Manual on Uniform Traffic Control and Devices (MUTCD) standards established by the Federal Highway Administration, the Plans and the FDOT Standard Specifications (Section 102) for Traffic Control Through Work Zones and maintain safe conditions at all times.
- 3.1.40 Exploration and Reports:** If reference is made to identification of reports of explorations and tests of subsurface, or other project specific, conditions at the site that have been used in preparing the Contract documents, it should be understood that these reports are not part of the Contract documents. The Contractor shall have full responsibility with respect to subsurface, or other project specific, conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project. If the Contractor desires additional subsurface, or other applicable project specific, investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface, or other project specific, reports for this project are available.
- 3.1.41 Existing Structures:** Drawing of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the consultant and/or the Town in preparation of the Contract documents. The Contractor may rely upon the accuracy of the technical data contained in such drawing but not for the completeness thereof for the purpose of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.
- 3.1.42 Report of Differing Conditions:** If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the Town in writing about the inaccuracy of difference. The Town will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Contractor in writing of the Town's findings and conclusion. Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- No claim of the Contractor under this clause shall be allowed unless the Contractor has given



the notice required; provided, however, the time prescribed therefore may be extended by the Town.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

**Not Shown or Indicated:** If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (except in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the Town. The Contractor will review the underground facility to determine the extent to which the documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With Town approval, the Contract documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

**3.1.43 Progress Meeting:** Progress meetings will be conducted bi-weekly or as required if requested by Contractor or the Town.

### **3.2 Storage of Materials**

**3.2.1** Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

**3.2.2** The storage facilities and methods of storing shall meet Town's approval and shall be in accordance with manufacturer's recommendations, or Town will not be obligated to pay for same.

**END OF SECTION II**

### SECTION III. SPECIAL PROVISIONS

**SP-01 INTENT:** The purpose of this project is to obtain a competent, experienced and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

The work specified herein shall consist of furnishing all supervision, labor, equipment, material and any incidentals required for the successful completion of all work as specified herein. All work shall conform within the limits as specified and shown and be in conformance with the appropriate Technical Specifications contained herein.

The contract documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible to conduct any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. Additional investigations may be necessary for the purposes of carrying out the construction project. The Town of Brooker will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work. This includes, but is not limited to, existing utilities as well as subsurface conditions.

**SP-02 EQUIPMENT:** The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein. Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

**SP-03 CONSTRUCTION SCHEDULE:** The work will be **Substantially Complete within 120 calendar days from the written Notice to Proceed with Final Completion 30 calendar days thereafter.**

The Contractor shall furnish copies of the Construction Schedule to the Town when requested to perform the work as outlined in the Bid Form. The Town will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the Town within thirty (10) days of the Town's notification. A project update meeting will be held bi-weekly, or as required during contract.

**SP-04 PRE-CONSTRUCTION CONFERENCE:** A Pre-Construction Conference will be held; at which time the Contractor shall submit the following for the Town's approval or acceptance:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract any \_\_\_\_\_ survey work that may be required, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone for the Town's use, which the Contractor shall update as necessary throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the Town.

- In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- The Contractor shall submit to the Town a list of equipment the Contractor proposes to utilize on this project.
- The Contractor shall submit for Town approval a paper copy and electronic copy of a Construction Schedule prepared using Town approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

**Mobilization may not start** until all submittals have been accepted by the Town and/or Town's Representative. Once approved, no changes will be allowed without the written approval of the Town and/or the Town's Representative.

The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of such reasons as weather, breakdowns, and unanticipated delays, as a means of better monitoring the project.

**SP-05 PROGRESS MEETING:** For this project, progress meetings shall be bi-weekly during or as needed. The Contractor shall designate a representative to attend Progress Meetings held at the Town of Brooker designated address or virtually. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing. The Town will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the Town, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the Town can confirm work is proceeding expeditiously. Town may require a return to bi-weekly progress meetings at any time.

**SP-06 COOPERATION WITH UTILITIES:** The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include within his bid prices, the costs to protect, and/or support, all above ground, overhead and underground utilities, which may be in conflict with the construction of this proposed project. Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

**SP-07 CONTRACT TIME:** The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the Town to commence work and that all work to be performed under the provisions of this Contract shall be completed no later than the above specified final completion date, except subject to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract. The contract time includes up to five (5) calendar days for Town and/or Town's Engineer of Record review of each submittal and resubmittal. There shall be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the Town and/or Town's Engineer of Record.

All extensions to the Contract time for permitted delays shall be by Change Order and signed by the Town.

**SP-08 PROJECT COMPLETION:** Project final completion shall be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the Town can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area."

**SP-09 LIQUIDATED DAMAGES:** The work shall be completed within the contract time as required by SP-08 "PROJECT COMPLETION." The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. The Town of Brooker shall issue a Notice of Completion when it has determined that the work identified in the contract has been completed per SP-08 "PROJECT

## COMPLETION.”

The Town and the Contractor hereby agree that time is of the essence on this Contract and the Town will suffer damages if the work is not completed within the contract time as required by SP-07 “Contract Time”. It is further recognized and agreed by the Town and the Contractor that the determination of the exact value of the damages the Town would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process.

It is therefore hereby agreed by the Town and the Contractor that it is in their mutual interest to establish a figure of FIVE HUNDRED DOLLARS (\$500) as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the Town for each calendar day that Completion is delayed beyond the Contract Time.

It is mutually agreed by the Town and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the Town as the result of delay in the Completion of the work.

The Town does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions. In the case of default of the Contract and the completion of the work by the Town, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Town will not charge liquidated damages for any delay in the final completion of the Town’s performance of the work due to any unreasonable action or delay on the part of the Town. The Town considers the Contract complete when the Contractor has completed all work and the Town has accepted the work.

**SP-10 DAMAGES:** Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the Town. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

**SP-11 CONTINUOUS PROSECUTION OF WORK:** The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the Town, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents. Once commencing the project, the operation must be continuously prosecuted during normal hours to its completion. At no time, shall the Contractor suspend work, for any reason for more than seven (7) calendar days, excluding delays granted for inclement weather. Should the Contractor fail to perform any work on the project for three (3) or more work days, the Contractor shall submit a written request to the Town, no less than twenty-four (24) hours in advance of the restart of work, to allow the Town to schedule the required inspection personnel. No work may restart, prior to the expiration of the twenty-four (24) hour notice without the Town’s approval. Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the Town and notification to the Contractor. Failure to comply with these Provisions and/or Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

### **SP-12 SAFETY AND PROTECTION:**

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work and other

persons or organizations who may be affected thereby; and all the work and materials and equipment to be incorporated therein, whether in storage on or off the site.

B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

C. All personnel working within the Town's right-of-way shall at all times wear Town approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).

D. No open excavations are allowed on the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

E. Contractor shall designate a responsible representative at the site whose duty shall be the on of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to Town.

**SP-13 CHANGES IN THE WORK:** The Town, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work will be an **amendment to the contract** and shall require approval by the Town Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the Town shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Town; and no claim for an addition to the Contract sum shall be valid, unless ordered.

**SP-14 AVAILABILITY OF LANDS:** Work is planned to occur within Town and County rights of way or existing utility easements. There is some work to occur within FDOT rights of way. The Contractor will not need to obtain a right of way use permit(s) from the Town of Brooker for this project.

**SP-15 COORDINATION OF THE SPECIFICATIONS:** Where conflicts between the Town of Brooker General Provisions, Special Provisions, Technical Specifications and Construction Plans, references, should they exist, it is the responsibility of the bidding Contractor to bring those conflicts to the attention of the Town Clerk prior to the bid date. After bids, have been received, the Contractor will be held to the most stringent requirement. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications. If the Contractor discovers such an error or omission, he shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

**SP-16 CONSTRUCTION PERMITS:** The Contractor shall be responsible for obtaining and complying with permit requirements obtained for this project. For this project, Town Right of Way (ROW) permit(s) will not be required. The Contractor shall prepare and obtain a General Use Permit from FDOT and from Bradford County (if required). Copies of obtained permits shall be provided by the Contractor to the Town.

**SP-17 Not Used**

**SP-18 CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Town, either before or after execution of this Contract, shall

affect or modify the terms or obligations herein contained.

**SP-19 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS:** The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the Town of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

**SP-20 Not Used**

**SP-21 MAINTENANCE OF TRAFFIC:** The Contractor shall be responsible for all maintenance of traffic for the project. The Plans contain Maintenance of Traffic notes and requirements. The Contractor shall maintain traffic at all times during construction.

**SP-22 DEWATERING (IF REQUIRED):** If required, the Contractor shall request approval from and obtain a permit from the Suwanee River Water Management District (SRWMD) for dewatering. The Contractor shall pay the fees associated for obtaining this permit. A copy of this permit is to be provided to the Town.

**SP-23 PRIVATE PROPERTY:** The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the Town. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the Town, the Town will direct the Contractor in writing to immediately cease using such property. Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the Town has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the Town. Any areas, outside of the rights-of-way or easements that are impacted or damaged by the Contractor's activities shall be repaired at the Contractor's expense to the property owner's satisfaction. Restoration of impacted areas shall be equal to or better than original condition and to the satisfaction of the property owner. The Contractor shall be responsible to secure written approval of the restoration of the property from the property owner and submitting a copy to the Town prior to requesting Substantial Completion. The Town shall not release retainage to the Contractor until such time as the approvals are submitted by the Contractor.

**SP-24 RESIDENTS CONCERNS:** During the work of this Contract, residents may contact the Town to question the progress of the work or express concerns regarding the work. These concerns are responded to by the, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where the Town can fax or email inquiries. The Contractor shall respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. The Town will maintain a log of inquiries, which will be reviewed at each progress meeting.

**SP-25 TESTING:** Any and all testing requirements per the FDOT Standard Specifications will be included in the Contractor's bid price. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of asphalt, concrete, stabilization, and roadway base. The Town requests to be notified three (3) business days in advance of any test in order to have a Town representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

**SP-26 Not Used**

**SP-27 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES:** If potable water is required for the Work of this Contract, all Contractors' connection(s) to the Town potable water supply shall allow the Town to meter the amount of water used. All potable water connections shall include a reduced pressure zone backflow preventer. The Contractor is responsible for obtaining meter(s), backflow preventers, and associated appurtenances, and paying all appropriate fees/deposits. Contractor shall not use any potable water until meter and backflow preventer are

installed. The Contractor will set up an account with the Town and will be billed at the Town's normal rates for actual potable water used. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

**SP-28 NOT USED**

**SP-29 PERIODIC CLEAN UP AND RESTORATION:** During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

**SP-30 Not Used**

**SP--31 TOWN RIGHT-OF-WAY RESTORATION:** The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the Town. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

**SP--32 LABOR, MATERIALS AND EQUIPMENT:** The Contractor will provide competent, suitably qualified personnel to survey and layout the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

**SP-33 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS:** Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the Town a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the Town. Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Town, such material, article, or piece of equipment is of equal substance and function to that specified, the Town may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

No substitute shall be ordered or installed without the written approval of the Town who shall be the judge of equality. Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds

for an extension of construction time. Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor. No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

**SP-34 USE OF PREMISES:** The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of Town, and shall not unnecessarily encumber any part of the site. Contractor shall not overload or permit any part of any structure to be loaded

with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it. Contractor shall enforce Town's instructions in connection with signs, advertisements, fires and smoking. Contractor shall arrange and cooperate with Town in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery truck and other vehicles to the Project site.

**SP--35 Not Used**

**SP-36 MANUFACTURER'S LITERATURE:** Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

**SP-37 BRAND NAMES:** Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the Town's Engineer of Record, as the material or product so specified. The Town's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

**SP-38 RECORD DRAWINGS:** The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the Town, Town's Representative, Town's Engineer of Record, and to the State of Florida Department of Transportation (FDOT), and shall be delivered by him to the Town upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the Town of Record Drawings.

**SP-39 RECORD DRAWINGS CERTIFICATION:** The certification statement shall be as follows:

"I hereby certify that the as-built location information of the roadways as shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers, and that said as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."

**SP-40 COMPLETION OF THE PROJECT:** The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The Town shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:



- All punch list items have been addressed to the satisfaction of the Town;
- All testing has been completed and results are satisfactory;
- Record Drawing requirements have been accepted and approved by the Town and all other governmental agencies, if applicable;
- All release of liens have been submitted and are satisfactory to the Town, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

**SP-41 NOT USED**

**SP-42 PAYMENT ADJUSTMENT:** The following will apply: This Contract will *not* provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

**SP-43 TERMINOLOGY:** Throughout the Contract Documents, references to Town or Owner shall, where appropriate, refer to the Town of Brooker, a municipal corporation of the State of Florida. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the Town's Engineer of Record for the Project, which is Infrastructure Consulting & Engineering, PLLC. The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents. The term "Contract Documents" is used interchangeably with "Agreement."

**SP-44 WORK HOURS:** The Contractor shall conduct work between 8:00 A.M. and 5:00 P.M. Monday through Friday, which is defined as regular work hours. The Contractor shall not conduct work on Saturdays, Sundays, legal holidays or holidays observed by the Town. Work conducted outside of the regular work hours and days shall be permitted only with written permission from the Town. Any additional cost incurred by the Town and/or the Engineer of Record for work outside these hours will be paid by the Contractor.

**SP-45 NOTIFICATIONS OF 48 HOURS:** Wherever the technical specifications or plans indicate a minimum of 48 hours' notice to Owner/Town or Engineer, this special provision shall prevail dictating a minimum of three (3) business days' notice to Owner/Town or Engineer.

**SP-46 QUALIFICATIONS/REFERENCES:** Contractor shall submit a minimum of the (3) recent (within the past five (5) years) references of projects of similar size and scope involving roadway construction and asphalt paving. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The Town reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein.

**SP-47 PREQUALIFICATION REQUIREMENT:** Bidders (Prime Contractor) must be prequalified with the Florida Department of Transportation in the category FLEXIBLE PAVING prior to submitting a bid. Documentation will be required to be provided by the successful bidder verifying this prequalification has been met.

**SP-48 TOWN'S STATUS:** The Town shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The Town shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The Town has the authority as follows:

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
2. To reject all work which does not conform to the Contract.
3. To resolve questions which arise in the execution of the work.
4. To stop work whenever materials or shop drawings have not been approved prior to placement. No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

**SP--49 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications with consideration to favorable references and whose evaluation by the Town indicates that the award will be in the best interest of the Town.

The Town reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. Other consideration(s) of award shall be references from projects of similar work and size that include project name, client name, contact name and phone number and / or e-mail address, and the date the project was completed. Any unfavorable references may be a cause to deem bidder non-responsive.

**SP--50 INDEMNIFICATION:** To the extent provided by law, the Contractor shall indemnify and hold harmless the Town, design consultant Infrastructure Consulting and Engineering PLLC, and the State of Florida Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to: reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the work.

**SP-51 SPECIFICATIONS OR TECHNICAL SPECIFICATIONS:** References in this document to the Specifications or Technical Specifications are to Division II and Division III of the July 2022 Florida Department of Transportation Roadway and Bridge Specifications and Supplements Thereto which are one element to govern the work.

**END OF SECTION III**

#### SECTION IV - INSURANCE REQUIREMENTS

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the Town. The policies of insurance shall be primary and written on forms acceptable to the Town and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the Town Clerk or designee. The Town Clerk or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

**WORKERS COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

**COMPREHENSIVE GENERAL LIABILITY:** Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The Town is to be name additionally insured.

**BUSINESS AUTOMOBILE LIABILITY:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement. The Town is to be named additionally insured.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the TOWN is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the TOWN.

#### **A. Special Requirements:**

**Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the Town's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the Town's Clerk. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

**Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the Town, shall name the Town of Brooker and the Florida Department of Transportation, its Commissioners, officers, agents, employees and volunteers as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the Town as "additional insured" shall be at the Contractor's expense.

**Certificates of Insurance:** All certificates of insurance must be on file with and approved by the Town before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements.

(Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the Town prior to commencement of work AND minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance

carrier shall certify compliance with the insurance requirements provided herein.

Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the Town is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the Town. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the Town, its officers, officials, agents, employees, affiliates and volunteers, and the Town's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the Town. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the Town, its officers, officials, agents, employees, affiliates and volunteers, and the Town's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

## **B. Policy form**

- i. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the Town Clerk, are to be written on an occurrence basis, shall name the Town of Brooker and the Florida Department of Transportation, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the Town of Brooker and the Florida Department of Transportation, its Commissioners, officers, agents, employees or volunteers.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or in behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.
- iii. Each insurance policy required by this Agreement shall:
  1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the Town Purchasing Office by written notice via certified mail, return receipt requested.
- iv. The Town shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement.
- vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Town is an insured under the policy.
- vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the Town's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less

than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the Town prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the Town's Purchasing Office before the Contractor will be allowed to commence or continue work. Applicants / bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review.

**END OF SECTION IV**

**SECTION V – BIDDER’S CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety (Instructions to Bidders, General Provisions, Special Conditions and Technical Provisions, Permits, Inspections Reports, Surveys, Insurance Requirements and all Town Forms).

**Check if completed and sign:**

- Fill out and sign Bid Form (acknowledge addenda, and Qualifications/Reference Form if applicable)
- Fill out Statement of Organization and have it properly notarized.
- Provide any additional documentation requested within the Bid Document.
- Submit ONE (1) Original AND ONE (1) Copy of submittal AND Provide USB
- Clearly mark the sealed bid with the BID NUMBER AND BID NAME and DATE on the outside of the package AND YOUR COMPANY NAME.

**RFB NO. 2022-1 TOWN OF BROOKER FLORIDA VARIOUS ROADWAY  
IMPROVEMENTS BETWEEN PINHOLSTER STREET AND SR 18**

Date: \_\_\_\_\_

Signed (Person authorized to bind the company): \_\_\_\_\_

Company Name: \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**BID FORM**

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

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

Telephone Number: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ FEID #: \_\_\_\_\_

To the Town Council of the Town of Brooker Florida pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned, as bidder, does hereby declare that he/she has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **TOWN OF BROOKER FLORIDA VARIOUS ROADWAY IMPROVEMENTS BETWEEN PINHOLSTER STREET AND SR 18** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form submitted. The above specified documents are herein incorporated into the Bid Form. The undersigned as bidder, declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the Town in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices:

**BASE BID PRICE – 20 STREETS**

(AMOUNT WRITTEN) \_\_\_\_\_ (NUMERIC) \$ \_\_\_\_\_

**BID ALTERNATE A – MICHIGAN AVE**

(AMOUNT WRITTEN) \_\_\_\_\_ (NUMERIC) \$ \_\_\_\_\_

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than NINETY (90) DAYS from the date of the official bid opening.

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

List Addenda and sign page

Addenda #

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)



**BID SCHEDULE - SUMMARY OF PAY ITEMS**

It is understood that the estimated summary of pay item quantities are **approximate only and are solely for the purpose of facilitating the comparison of bids.**

**THE BIDDER IS RESPONSIBLE TO FAMILIARIZE WITH THE PROJECT AND ALL WORK REQUIRED, INCLUDING QUANTITIES, INCIDENTALS AND COMPLEXITY. ALL WORK IN THE PROJECT IS ANCILIARY TO CONSTRUCTION OF THE ROADWAY IMPROVEMENTS, INCLUDING ALL RESTORATION WORK REQUIRED.**

The Contractor's compensation shall **BE BASED ON THE QUANTITY OF CONSTRUCTED ITEMS OF WORK SATISFACTORILY COMPLETED, WITH A MAXIMUM / NOT TO EXCEED COST PER THE BID FORM.**

Preparation of Bid Schedules: **Contractor MUST provide the unit cost and extended cost.** Contractor must provide bids for both the base bid and the bid alternate A.

*Failure to identify a monetary amount in any of the UNIT COST line items shall cause bidder to be deemed non-responsive and bid response be rejected. In case of discrepancy between unit price and extended price, the unit price will govern.* Apparent errors in extension will be corrected.

**BASE BID WORK: Does not include Michigan Ave.**

Pay Item #	Description	Unit	Quantity	Unit Price	Extended Price
101-1	MOBILIZATION	LS	1	\$	\$
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$	\$
104-10-3	SEDIMENT BARRIER	LF	4000	\$	\$
110-1-1	CLEARING AND GRUBBING	LS	1	\$	\$
120-1	REGULAR EXCAVATION	CY	380	\$	\$
120-6	EMBANKMENT	CY	400	\$	\$
160-4	TYPE B STABILIZATION	SY	1343	\$	\$
285-704	OPTIONAL BASE GROUP 04 (6" LIMEROCK LBR 100)	SY	1434	\$	\$
334-1-12	SUPERPAVE AC TRAFFIC B SP 9.5	TN	2424	\$	\$
425-6	ADJUST VALVE BOXES	EA	3	\$	\$
522-2	CONCRETE SIDEWALK AND DRIVEWAYS (6")	SY	100	\$	\$
527-2	DETECTABLE WARNINGS	SF	120	\$	\$
570-1-2	PERFORMANCE TURF, SOD	SY	8113	\$	\$
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	44	\$	\$
700-1-60	SINGLE POST SIGN, REMOVE	AS	41	\$	\$
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" STOP BARS	LF	312	\$	\$
711-12-125	THERMOPLASTIC, REFURBISHMENT, WHITE, SOLID, 24" STOP BARS	LF	192	\$	\$
711-16-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.057	\$	\$
989-1	GEOTEXTILE PAVING FABRIC (INCLUDES ASPHALT BINDER)	SY	17680	\$	\$

**Base Bid Total= \$**

Date: \_\_\_\_\_

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE AND THE FOLLOWING PAGE MUST BE COMPLETED AND SUBMITTED)

BID SCHEDULE – SUMMARY OF PAY ITEMS (CONTINUED)

**BID Alternate A: Michigan Ave Construction**

Pay Item #	Description	Unit	Quantity	Unit Price	Extended Price
104-10-3	SEDIMENT BARRIER	LF	2000	\$	\$
110-1-1	CLEARING AND GRUBBING	LS	1	\$	\$
120-1	REGULAR EXCAVATION	CY	520	\$	\$
120-6	EMBANKMENT	CY	100	\$	\$
160-4	TYPE B STABILIZATION	SY	1563	\$	\$
285-704	OPTIONAL BASE GROUP 04 (6" LIMEROCK LBR 100)	SY	1330	\$	\$
334-1-12	SUPERPAVE AC TRAFFIC B SP 9.5	TN	106	\$	\$
570-1-2	PERFORMANCE TURF, SOD	SY	371	\$	\$
700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	EA	1	\$	\$
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" STOP BARS	LF	12	\$	\$

**Bid Alternate  
A Total= \$**

**Grand Total  
(Base Bid +  
Alt A) = \$**

The award shall be let to the lowest responsive, responsible bidder (**for the base bid or base bid plus alternate A**) who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the Town indicates that the award will be in the best interest of the Town. This is assuming the bids are within budgetary constraints of the available SCOP grant funds.

Date: \_\_\_\_\_

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE AND THE PREVIOUS PAGE MUST BE COMPLETED AND SUBMITTED)

**QUALIFICATIONS AND REFERENCES**

The Bidder (Company) **shall** have been in Commercial Construction Business with experience in projects involving roadway construction and asphalt paving and be pre-qualified with the FDOT. **Bidder shall demonstrate successful completion of a minimum of three (3) projects completed within the past five (5) years of similar size and scope.**

**1. Business/Customer Name:** \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Contract Price at Completion \$ \_\_\_\_\_

**2. Business/Customer Name:** \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Contract Price at Completion \$ \_\_\_\_\_

**3. Business/Customer Name:** \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Contract Price at Completion \$ \_\_\_\_\_

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)



**(CONT.) STATEMENT OF ORGANIZATION (NOTARIZED)**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who  is personally known to me or  has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_ Date: \_\_\_\_\_

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

(THIS PAGE MUST BE COMPLETED, NOTARIZED AND SUBMITTED)

END OF RFB #2022-1 PACKAGE  
REQUEST FOR BID NO. 2022-1 TOWN OF BROOKER FLORIDA  
VARIOUS ROADWAY IMPROVEMENTS BETWEEN PINHOLSTER STREET  
AND SR 18  
FPID 441437-1