

**MICRO-SURFACE TREATMENT
OF APPROX. 40,362 SQ. YARDS OF ROAD**



BID #: RD 24-12

BID OPENS: MAY 3, 2012 @ 3:00 P.M.

NOTICE TO BIDDERS

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 3:00 p.m. (local time) May 3, 2012, for **Micro-Surface Treatment of Approx. 40,362 Sq. Yards of Road**. Pursuant to copies of bid provisions, bid forms, and specifications may be obtained from the Okaloosa County Purchasing Department, 602-C North Pearl Street, Crestview, FL 32536; 850-689-5960 or they may be downloaded from our website at www.co.okaloosa.fl.us (Departments, Purchasing, Vendor Registration & Opportunities).

At 3:00 p.m. (local time), May 3, 2012, the bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the bidder's name and "**Bid on Micro-Surface Treatment of Approx. 40,362 Sq. Yards of Road to be opened at 3:00 p.m., May 3, 2012**". The Board of County Commissioners will consider all bids properly submitted at its scheduled Bid Opening in the Conference & Training Room #305 located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305, prior to Bid Opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

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

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

All bids should be addressed as follows:

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

//Signed//
Richard L Brannon
Purchasing Director

04/16/2012
Date

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY

Don R. Amunds
Chairman

MICRO-SURFACE TREATMENT

SPECIFICATIONS

1.0 SCOPE OF WORK

- 1.1 The Scope of Work will include, but not be limited to, furnishing all materials, labor, tools, and machinery to apply a micro-surface treatment and the maintenance of traffic in accordance with these specifications and in substantial conformance with the limits established by Okaloosa County Public Works. There is no annual guarantee of work volume. The contract will not preclude the County from seeking alternate contracts on a case by case basis for new construction and existing facilities.

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend through September 30, 2013. This contract may be renewed for one additional 2-year period if in agreement with both parties. Additional work will be compiled and presented to the awarded bidder on an annual basis and will assume the same per unit cost as in the original contract.

- 1.2 The contractor will supply all material including, but not limited to, aggregate and emulsion. The contractor will also be responsible for providing all labor, equipment, fuel, traffic control, placement of sign, residence notification, sweeping/cleaning, construction and application procedures required for surface treatments.
- 1.3 The area to be treated consists of approximately 40,362 square yards of micro-surface treatment in Okaloosa County, but not limited to, listed below:

Road Name	From	To	District	Fog Seal	Micro-Surfacing	Length (Miles)	Width	Sq. Yardage
Greenwood Dr	Hwy. 4	End	3N		100%	0.8	20	9387
Audubon Dr.	Lincoln Dr.	Riverside Dr.	4		100%	0.1	20	1173
Burgundy Dr.	Lincoln Dr.	Riverside Dr.	4		100%	0.1	20	1173
Dumaine Dr.	Burgundy Ln.	Audubon Dr.	4		100%	0.1	20	1173
Marquette Pl.	Burgundy Ln.	Audubon Dr.	4		100%	0.1	20	1173
Woodland Park Cir.	Hwy. 98	Woodlands Park	4		100%	0.4	22	5163
Forrest Ave.	Northview Dr.	Eldredge Rd.	2		100%	0.3	12	2112
Heardland Dr.	Greenacres Blvd	House #1841	4		100%	0.2	22	2581
Shoreline Dr.	Culdesac	Culdesac	4		100%	0.3	24	2581
Duloft St.	Beal Pkwy.	Shady Ln	4		100%	0.1	22	1291
St. Joseph Cv	Antiqua Way	All	5		100%	0.1	22	1291
St. Rose Cv	Antiqua Way	All	5		100%	0.1	22	1291
Cooper Ln.	Hwy. 90 W	Dirt	3N		25%	0.6	20	7040
St. Anne Cv	Antiqua Way	All	5		100%	0.1	22	1291

2. MATERIALS

2.1 Emulsified Asphalt – The emulsified asphalt shall be quick set latex modified cationic type CSS-1H emulsion and shall conform to the requirements specified in AASHTO. It shall pass all applicable storage and settlement tests. The latex shall be milled into the emulsion. The cement mixing test shall be waived for this emulsion.

2.1.1 Special Residue Properties – Distillation of residue will be at a temperature of 350 degrees F for 20 minutes. Softening point of the residue shall be 140 degrees F minimum. Viscosity, absolute at 140 degrees F, shall be 8000 poise minimum.

2.2 Aggregate

2.2.1 General – The mineral aggregate used shall be of the type and grade specified for micro-surfacing. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, or other high quality aggregate or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate will be larger than the largest stone in the gradation to be used.

2.2.2 Aggregate Physical Requirements

Grading the aggregate including natural fines when tested by AASHTO methods should meet the referenced gradation requirements.

Deleterious Substances. To limit the permissible amount of clay like fines in an aggregate, a sand equivalent value of 65 or higher is required when tested by ASTM 2419.

Soundness. The aggregate shall have a weighted loss of not more than 15% when the sodium sulfate test is used or 20% when the magnesium sulfate test is used.

Hardness. The aggregate wear, from resistance to abrasion, shall be a maximum of 35% when using AASHTO T96 or ASTM C131 test methods.

2.3 Water – The water shall be potable and shall be free of harmful soluble salts.

2.4 Modifier – Special quick setting emulsifier agents shall be milled into the asphalt emulsion. The emulsified asphalt shall be formulated that when the paving mixture is applied at thickness of one inch with the relative humidity at not more than 50% and the ambient air temperature of at least 75 degrees F the material will cure sufficiently so that rolling traffic can be allowed in one hour with no damage to the surface, as verified by the Engineer.

2.5 Additives – A mineral additive shall be introduced to the mineral aggregate and may be any recognized brand of non-air-entrained Portland cement or hydrated lime that is free of lumps, or other approved mineral additive needed shall be determined by the laboratory mix design and will be considered as part of the material gradation requirement.

A liquid field control additive is introduced and blended with water to provide effective control of the required quick set properties. This additive shall be made available by the chemical supplier or emulsion manufacturer and certifiable as being compatible with the mixture.

3. ENGINEERING

- 3.1 GENERAL** – Before work commences, the contractor shall submit a signed mix design covering the specific material to be used on the project. This design shall be performed by a qualified laboratory. Once the materials are approved, no substitution will be permitted unless first tested and approved by the laboratory preparing the mix design.
- 3.2 MIX DESIGN** – The qualified laboratory shall develop the job mix design and present certified test results for the contractor’s approval. Compatibility of the aggregate and emulsion shall be verified by the mix design. The job mix formula shall provide a minimum Marshal stability of 1800 pounds and a flow of 6 to 16 units when tested according to the ASTM 1559 or AASHTO 245 procedure as modified. All component material used in the mix design shall be representative of the material proposed by the contractor for use on the project.
- 3.3 SPECIFICATIONS** – The Engineer shall approve the design mix and all micro surfacing materials and methods prior to use. The component materials shall be within the following limits.

RESIDUAL ASPHALT	5% to 9% by dry weight of aggregate
MINERAL ADDITIVE	.5% to 3% by dry weight of aggregate
LATEX MODIFIER	As required to provide specified properties
FIELD CONTROL ADDITIVE	As required to provide specified properties
WATER	As required to produce consistency

AGGREGATE – RECOMMENDED GRADATIONS:

	TYPE II	TYPE III
SCREEN SIZE	% PASSING	% PASSING
3/8"	100	100
#4	90-100	70-90
#8	65-90	45-65
#16	40-65	30-50
#30	25-45	19-34
#50	15-30	12-25
#100	10-21	7-18
#200	5-13	4-12

SUGGESTED APPLICATION RATE – Type II – Urban and Residential Streets, airport runways: 18-22 lbs per sq. yd.

Wheel Ruts: Application rates as required.

4. EQUIPMENT

- 4.1 **GENERAL** – All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working condition at all times to ensure a high quality product.
- 4.2 **MIXING EQUIPMENT** – The material shall be mixed by a self propelled micro surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral and field control additives, and water to a revolving multi blade twin shafted mixed and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral and field control additives, and water to maintain an adequate supply to the proportioning controls. The machine may be equipped with self loading devices which provide for the loading of materials while continuing to lay micro surfacing, thereby minimizing construction joints.
- 4.3 **PROPORTIONING DEVICES** – Individual volume or weight controls for proportioning each material to be added to the mix, i.e., aggregate, emulsified asphalt, mineral and field control additives, and water shall be provided and properly marked. The proportioning devices are usually revolution counters or similar devices and are used in material calibration and determining the materials output at any time.
- 4.4 **EMULSION PUMP** – The emulsion pump shall be a heated positive displacement type.
- 4.5 **SPREADING EQUIPMENT** – The surfacing mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contract point. The rear seal shall act as a final strike off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of material on the surface. The spreader box and rear strike off shall be designed and operated so that a uniform consistency is achieved to produce a free flow of material to the rear strike off. The longitudinal joint where two passes join shall be neat appearing, uniform and lapped. All excess material shall be removed from the job site prior to opening the road. The spreader box shall have a suitable means provided to side shift the box to compensate for variations in pavement width and longitudinal alignment. A rut box shall be available to refill wheel ruts necessary prior to overlay to eliminate puddles or runoff interruption. The box shall be readily adjustable from 4' to 6' widths with hydraulically adjusted strike off screeds to attain maximum grade and profile.
- 4.6 **AUXILIARY EQUIPMENT** – Suitable surface cleaning equipment, traffic control equipment, hand tools and any support equipment shall be provided as necessary to perform the work.

5. **MACHINE CALIBRATION** – Each mixing unit to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction, or previous calibration documentation covering the exact materials to be used may be acceptable provided they were made during that calendar year. The documentation shall include the individual calibration of each material at various settings, which can be related to the machine metering devices.

6. **WEATHER LIMITATIONS** – The material shall be spread only when the road surface and atmospheric temperatures are at least 45 degrees F and rising and the weather is not rainy and there is no forecast of temperatures below 32 degrees F within 48 hours from time of placement of the mixture.

7. **NOTIFICATION & TRAFFIC CONTROL**

7.1 **NOTIFICATION** – All homeowners and businesses affected by the construction shall be notified one day in advance of the surfacing. This notification shall be in the form of a written posting stating the time and dates that construction is expected on their road.

7.2 **TRAFFIC CONTROL** – Suitable methods shall be used by the contractor to protect the micro surface from traffic until the new surface will support traffic without damage. All traffic control methods used shall be in accordance with the Engineer's specifications and shall be employed in a safe manner.

8. **SURFACE PREPARATION**

8.1 **GENERAL** – The area to be treated shall be thoroughly cleaned of vegetation, loose aggregate and soil, particularly soil that is bound to the surface. Manholes, valve boxes and other service entrances will be protected from the surfacing material.

8.2 **CRACKS IN SURFACE** – The area to be treated shall be pre-treated for cracks in the pavement surface with fiber reinforced crack filler prior to the application of micro surfacing.

8.3 **TACK COAT** – If required, the contractor shall apply a tack coat consisting of one part emulsified asphalt and three parts water with a distributor at .10-.15 gallons per square yard.

9. **STOCKPILE** - Precautions shall be taken to ensure that stockpiles do not become contaminated. The mineral aggregate shall be screened prior to being weighted for job site delivery. This weight shall be done by means of a scale approved by the Engineer.

10. **APPLICATION**

10.1 **GENERAL** – The surface should be pre-wetted by fogging ahead of the spreader box when required by local conditions. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement surface.

The micro surfacing mixture shall be of the desired consistency upon leaving the mixer and no additional materials should be added. A sufficient amount of material shall be carried in all parts of the spreader at all times so that complete coverage is obtained. Overloading of the spreader shall be avoided. No lumping, balling, or unmixed aggregate shall be permitted.

No streaks, such as those caused by oversized aggregate, will be left in the finished surface. If excessive oversize develops, the job will be stopped until the contractor proves to the Engineer that the situation has been corrected.

- 10.2 JOINTS** – No excessive buildup, uncovered areas or unsightly appearances shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable width spreading equipment to produce a minimum number of longitudinal joints throughout the project. When possible, longitudinal joints shall be placed on lane lines. Half passes and odd width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved areas.
- 10.3 MIX STABILITY** – The micro surfacing mixture shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of the segregation of the emulsion and aggregate fines from the coarser aggregate.
- 10.4 HAND WORK** – Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from hand work.
- The same type of finish as applied by the spreader box shall be required. Hand work shall be completed at the time of the machine applying process.
- 10.5 LINES** – Care shall be taken to ensure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersection will be kept straight to provide a good appearance.

11. QUALITY CONTROL

- 11.1 MATERIALS** – The contractor will permit the Engineer to take samples of the aggregate and asphalt emulsion to be used in the project at the Engineer's discretion. Gradation and sand equivalent test may be run on the aggregate and residual asphalt content test on the emulsion. Test results will be compared to specifications. Test will be run by a qualified laboratory at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.
- 11.2 MICRO SURFACING MIXTURE** – Samples of the mixture should be taken daily and may be taken directly from the mixing unit. Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Test will be run by a qualified laboratory at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.
- The Engineer may use the recorder and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral and field control additives, and water.
- 11.3 NON-COMPLIANCE** – If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the machine is working properly.

12. PERFORMANCE – It is the intention of Okaloosa County not to award a contract for micro surfacing work under this or any other proposal if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and that Okaloosa County reserves the right to reject this or any other proposal or to award the contract as is deemed to be in the best interest of Okaloosa County.

13. PERFORMANCE WARRANTY – The contractor must furnish the following warranty after completion of the work and prior to final payment:

The contractor hereby warrants that all workmanship and all materials furnished under the contract comply fully with requirements of the Micro-Surfacing Specifications. If at any time within 2 years after the date of the final inspection, any unfaithful or defective work should appear which in the opinion of the buyer is due to inferior materials or workmanship the contractor warrants to do whatever is necessary to remedy the defects immediately without cost to the buyer. The buyer will notify the contractor in writing of the defects and the repairs to be made, and the contractor will begin repairs within a mutually agreed time frame.

14. MEASUREMENT & PAYMENT – The quantity to be measured for payment will be the number of square yards of micro surfacing actually completed. The accepted quantity of micro surfacing will be paid for at the contract unit price per square yard of the type specified in the proposal, which shall be full compensation for furnishing, transporting, handling and placing the material specified and furnishing of all labor, tools, equipment and incidentals for the satisfactory completion of this item. Rut filling will be paid by the ton of mixed material in place.

BID PROPOSAL

Micro-surface road preservation (County wide)

Place: Okaloosa County
Date: _____, 2012
Project: Micro-surface road preservation (County wide)
Proposal No. _____

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

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

(List addenda by Addendum Number and Date)

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

The Bidder has carefully studied the site and all drawings of physical conditions in or relating to existing surface. The Bidder accepts the determination set forth in "technical data" contained in such drawings upon which the Bidder is entitled to rely. The Bidder acknowledges that such reports and drawings are not contract

documents and may not be complete for the Bidder's purposes. The Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to Underground Facilities at or contiguous to the site. The Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequence and procedures of construction to be employed by the Bidder and safety precautions and programs incident thereto. The Bidder does not consider that any additional examinations, investigations, exploration, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

- (e) The Bidder is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this bid is submitted as indicated in the contract documents.
 - (f) The Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.
 - (g) The Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that the Bidder has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Bidder, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.
4. The Bidder agrees that the initial work **(40,362 sq. yds.)** will be completed and ready for final inspection within **Sixty (60) calendar** days after Notice to Proceed. The Bidder accepts the provisions of the agreement as to liquidated damages, as specified, in the event of failure to complete the work within the times specified in the agreement. Additional work may be assigned by way of Task Orders during the remainder of the contract.
5. The Bidder understands that there is no obligation on the part of the County to award the bid to the lowest Bidder and the County reserves the right to award the bid to the Bidder submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa County and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
6. The Bidder understands that the Board, in its absolute discretion, may reject any bid of a Bidder that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has

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

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

BID SCHEDULE

QTY	UNIT	PAY ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1.000	LS	MOBILIZATION	\$	\$
1.000	LS	MAINTENANCE OF TRAFFIC	\$	\$
40362	SY	Mircro-surface treatment	\$	\$
	SY	Rut-filling	\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

I, the undersigned, hereby submit the following proposal:

TOTAL BID PRICE: _____

In words: _____

Submitted on: _____

State Contractor License No. _____

IF Bidder IS:
A Corporation

By _____ (SEAL)
 (Corporation Name)

 (State of Incorporation)

By _____ (SEAL)
 (Name of person authorized to sign)

(Title)

(CORPORATE SEAL)

ATTEST _____ (Secretary)

Date of Qualification to do business is _____

Business Address: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business Address: _____

Phone No. _____

A Joint Venture

By _____ (SEAL)

(Name)

By _____ (SEAL)

(Name)

Phone number and address for receipt of official communications:

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

COMPANY DATA

Bidder's Company
Name: _____

Physical Address
:

Contact Person (typed or
printed) _____

Phone Number: _____

Cellular
Number: _____

Federal ID Number or SS Number: _____

Contractor's License
No.: _____

Fax Number: _____

Emergency Number After
Hours: _____

Emergency Number for
Weekends: _____

Emergency Number for
Holidays: _____

SPECIAL CONDITIONS

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

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

or which shall in any manner fail to conform to the conditions of published notice inviting bids.

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

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

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

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

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

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

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

17. **Local Preference** - Okaloosa County reserves the right to grant a preference to in-county bidders **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to bidders located in such political

subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which a bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any all bids from that firm will be rejected.

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

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

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

19. **Public Entity Crime Information** - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
20. **Discrimination** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
21. **Authority to Piggyback** - All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the bidder feel it is in their best interest to do so.

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

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

22. **Bid Opening Information** - Bid Opening shall be public, on the date and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT acceptable. **NOTE:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.
23. **Payments** – The contractor shall be paid upon submission of invoices, in duplicate to the Okaloosa County Public Works Dept, 1759 S. Ferdon Blvd, Crestview FL 32536; Attn: Clay Simmons. The invoices must conform to the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
24. **Protection of Resident Workers** – The Okaloosa County Board of County Commissioners actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. the employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

PROPOSED BOARD POLICY ON "NO CONTACT CLAUSE"

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

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

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

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

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

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

I _____ representing _____
Signature Company Name

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

INSURANCE REQUIREMENTS

Contractor's Insurance

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

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

Workers' Compensation Insurance

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

Business Automobile and Commercial General Liability Insurance

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

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

Limits of Liability

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

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

Notice of Claims or Litigation

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

Indemnification & Hold Harmless

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

Certificate of Insurance

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

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

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

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

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

General Terms

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

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

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

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

Umbrella Insurance

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

E-VERIFY COMPLIANCE CERTIFICATION

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

INDEMNIFICATION AND HOLD HARMLESS

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

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

DATE

CONFLICT OF INTEREST DISCLOSURE FORM

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

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

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

RECYCLED CONTENT FORM

1. Is the material in the above: Virgin_____ or Recycled_____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

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

Yes_____ No_____

Specify: _____

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

Yes_____ No_____

Specify: _____

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

Name of Bidder: _____

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

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

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

LIST OF SUBCONTRACTORS

The BIDDER expressly agrees that:

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

CATEGORY	NAME OF SUBCONTRACTOR	ADDRESS

CONTRACTOR'S NAME

AUTHORIZED SIGNATURE

TITLE

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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

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

_____.

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

PAYMENT BOND

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

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

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

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

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

PAYMENT BOND

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

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of _____

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

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

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

PERFORMANCE BOND

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

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

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

PERFORMANCE BOND

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

ATTEST

(PRINCIPAL) SECRETARY

(SEAL)

PRINCIPAL

BY: _____(S)

ADDRESS

WITNESS AS TO PRINCIPAL

ADDRESS

ATTEST

SURETY

WITNESS TO SURETY

BY: _____
ATTORNEY-IN-FACT

ADDRESS

ADDRESS

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

If CONTRACTOR is partnership, all partners should execute BOND.

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

"SAMPLE" CONTRACT

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

WITNESSETH:

That for and in consideration of payments, hereinafter mentioned, to be made by the Party of the First Part, the Party of the Second Part agrees to furnish all equipment, machinery, tools and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement and to do and perform all work **relating to providing Micro-Surface Treatment of Approx. 40,362 Sq. Yds. of Road Under RFB #PW 24-12** for an approximate total price of \$_____ in strict conformity with the provisions of this Contract, the Notice to Contractors, the Specifications and the Plans approved by the Owner. The said Plans, Specifications, the Notice to Contractors, and the Proposal are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length in the body of this agreement.

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

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

This contract shall commence effective upon execution by both parties and extend through September 30, 2013 and may be renewed for one (1) additional 2-year period if in agreement with both parties.

REPRESENTATIVES: The authorized representative of the County shall be:

Clay Simmons
1759 S. Ferdon Blvd.
Crestview FL 32536
850-689-5772
E-Mail: csimmons@co.okaloosa.fl.us

The authorized representative for _____ shall be:

E-Mail: _____

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

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

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

WITNESS:

CONTRACTOR

BY _____

TITLE

**STATE OF FLORIDA
COUNTY OF OKALOOSA**

This contract is accepted this ____ day of _____ 2012 and is effective on the ____ day of _____ 2012.

ATTEST:

COUNTY OF OKALOOSA, FLORIDA

Gary Stanford
Deputy Clerk of Court

BY _____
Don R. Amunds, Chairman