

SPECIFICATIONS



FOR BOARD OF COUNTY COMMISSIONERS PUTNAM COUNTY, FLORIDA

BID No:	BID 22-24
BID Name:	Countywide Striping and Pavement Marking Project
BID Due:	June 13, 2021 @ 2:00pm EST

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Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

CALL FOR BIDS

The Putnam County Board of County Commissioners is requesting sealed bids from qualified contractors for **Roadway Striping and Pavement Marking Project - 2022.**

The work shall consist of, but not limited to, cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, maintenance and protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. The designated sites are described in the bid documents.

All works shall be done in conformance with 2009 Edition Manual on Uniform Traffic Control Devices (MUTCD) and 2021 Edition Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and 2021 Edition FDOT Design Standard Index.

Contractors may bid on one or more project locations. Any discount for bundled pricing or winning more than one project area will be considered. The County reserves the right to award to one or more bidders who best meet the need of the County. The County will evaluate bid price per project location as well as collective.

Bid Documents, Construction Specifications and Drawings are available online at:

<http://bids.putnam-fl.com/bids>

Deadline for receipt of sealed bids has been set for **2:00 p.m., June 13, 2022, To be considered responsive**, bidders **shall** deliver before 2:00 p.m. EST. on 06/13/2022 one (1) original hard copy, one (1) duplicate copy, and provide one (1) USB drive that contains “all” of your documentation included in the original bid in a **pdf** format. Sealed bids may be deliver in person or by courier mail to Putnam County General Services Department c/o Julianne Young, 2509 Crill Avenue, Ste 200, Palatka, Florida, 32177. Only sealed bids received on or before the aforestated time and date will be considered. **Vendor must indicate the bid number and description on the outside envelope.**

There will be a **mandatory pre-bid meeting** held at **9:30 a.m., May 25, 2022**, in the conference room at the 2509 Crill Avenue, Suite 200, Palatka, Florida, 32177.

Questions concerning the specifications may also be emailed to Julianne Young, Deputy County Administrator at Julianne.Young@putnam-fl.com. Answers to questions received will be posted online with the bid documents. Questions must be received at least 7 days prior to bid opening.

The Putnam County Board of County Commissioners reserves the right to accept or reject any or all bids and to waive any informalities. Putnam County complies with all federal statutes relating to non-discrimination. Putnam County is an equal opportunity employer. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

PUBLISH: May 13, 2022

Bid No. 22 – 24

1.0 General Terms and Conditions

All Companies submitting a response to this solicitation understand and agree that the affirmative act of submitting a response constitutes acceptance and agreement to the General Terms and Conditions. Proposers are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Proposer will in no way be cause for relief from responsibility.

BID DUE DATE AND TIME

To be considered responsive, bidders **shall** deliver before 2:00 p.m. EST. on **06/13/2022** one (1) original hard copy, one (1) duplicate copy and provide one (1) USB drive that contains “**all**” of your documentation included in the original bid in a **pdf** format. **Vendor must indicate the bid number and description on the outside envelope.**

PLACE FOR RECEIVING PROPOSALS

Bids may be mailed or hand delivered to:
Putnam County Board of County Commissioners
c/o Julianne Young
2509 Crill Ave, Suite 200
Palatka, Florida 32177

Sealed bids, proposals, or replies received by the County pursuant to this solicitation will remain confidential and are exempt from Florida’s Public Records Act (Ch. 119, Florida Statutes) until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Thereafter, by submitting a response to this solicitation, the proposer acknowledges that all documents and information submitted to the County, including pricing information, is considered a public record under Florida’s Public Records Act and may be disclosed to third parties upon request notwithstanding any confidentiality clauses or labels contained in such documents. Please direct any inquires to the County’s contact listed below.

BID PACKAGE

Interested bidders may obtain a BID Package from Julianne Young, Deputy County Administrator for Putnam County Board of County Commissioners by any of the following methods.

By email: Julianne.Young@putnam-fl.com

By download, available at: https://main.putnam-fl.com/?page_id=65#callforbidslink

Walk-in Pick Up:

Putnam County Board of County Commissioners
c/o Julianne Young
2509 Crill Ave, Suite 200
Palatka, Florida 32177

BID AWARD PROCESS

The basis for bid award, if awarded, is to the lowest and best proposal for solicited services which meets or exceeds the conditions of the bid specifications and the County is not bound to accept the lowest bid if that bid

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is contrary to the best interest of the County. **POSTING OF RECOMMENDATION OF AWARD:** The County's recommendation of award will be posted to https://main.putnam-fl.com/?page_id=65#callforbidslink

PROTEST OF INTENDED DECISION

A Notice of Intended Decision to recommend or reject proposals will be posted to https://main.putnam-fl.com/?page_id=65#callforbidslink. In the event an unsuccessful firm desires to protest the County's notice of intended decision to award or reject a proposal, that Firm shall be required to comply with Putnam County's Protest Procedure, a copy of which is available from the Deputy County Administrator. Failure to follow the Bid Protest procedures prescribed by the Putnam County Purchasing Ordinance shall constitute a waiver of your protest and any resulting claims.

APPLICABLE LAW

The bidder shall comply with all federal, state, County and local laws, rules, ordinances and regulations ("Laws") applicable to the Bidder's response to the solicitation, the contract executed in connection with the solicitation, and the provision of services under the solicitation and the contract.

Venue

The contract, when entered into and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. County and firm hereby agree that venue shall be in Putnam County, FL.

ASSIGNMENT

If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of Putnam County BOCC.

AWARD

The County reserves the right to reject any portion or all proposals, to resolicit proposals or not and to waive informalities as deemed in the best interest of the County. The County reserves the right to issue to proposers Request for Information (RFI's), to solicit best and final offers from all finalist firms and or to negotiate a satisfactory award of any portion(s) of this RFP with the top ranked firm. The issuance of a purchase order constitutes a binding contract.

COMPLIANCE WITH SPECIFICATIONS

When formal specifications are referenced in the solicitation, insertion of brand names or makes and model numbers by the Proposer will be understood to mean that the product offered fully complies with such specifications unless the Proposer specifically states otherwise.

CONE OF SILENCE

From the time the public advertisement of this solicitation takes place until the solicitation is awarded and approved by the Board of Commissioners, a vendor shall not contact any other County personnel or members of the County's Board of Commissioners, or Administrative staff either directly or indirectly, to discuss the selection process or in an attempt to further their interest in being selected. Failure to abide by the Cone of Silence policy is grounds for disqualification from this solicitation process and vendor will not receive further consideration in reference to this solicitation.

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CONFLICT OF INTEREST

Any award hereunder is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Proposers must disclose the name of any County employee or Commissioner who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches or dealerships.

COOPERATIVE PURCHASE AGREEMENT

The County has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056, With the consent and agreement of the successful Respondent(s)/Bidder(s), purchases may be made under this RFP/Bid Solicitation by other State of Florida Counties, Political Subdivisions, District School Boards, and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the proposal/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the RFP/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this RFP/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

DEFINITIONS

County or Putnam County BOCC refers to The Putnam County Board of County Commissioners.

Firm, vendor, business, proposer, contractor or bidder in this document refers to respondents to this request for proposal.

ELIGIBLE BIDDERS

Eligible bidders are defined as those bidders who are not excluded from bidding according to the Federal Government's Excluded Parties List (www.epls.gov) or by Section 287.133, Florida Statute.

LOCAL PREFERENCE

Putnam County Ordinance 2018-20 regarding local preference will apply unless its application is prohibited by state or federal law in a particular situation, or its application is prohibited by the project's funding source. A copy of this ordinance is available upon request.

PAYMENT

Payment will be made by the County after the services have been received, and found to comply with the specifications, and have been properly invoiced.

PERSONNEL

Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. The county reserves the right to have personnel removed upon the County's written notice, Contractor shall immediately provide qualified replacement. Contractor's employees are expected to adhere to all County policies and procedures.

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PUBLIC RECORDS

To the extent that CONTRACTOR meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- (a) Keep and maintain public records required by COUNTY to perform the service.
- (b) Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.
- (d) Upon completion of the contract, transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If the CONTRACTOR transfers all public records to COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT
PUTNAM COUNTY ATTORNEY
2509 CRILL AVENUE
PALATKA, FL 32177
PR-REQUESTS@PUTNAM-FL.COM
(386)329-1903

(f) THE CONTRACTOR ACKNOWLEDGES THAT PUTNAM COUNTY BOCC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON PUTNAM COUNTY BOCC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

PUBLIC ENTITY CRIME

Contractor selection will be in accordance with the Public Entity Crimes statute, Section 287.133, Florida Statutes which states that 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/RFP/RFQ 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

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amount provided in Section 287.017, Florida Statutes for Category Two (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. A completed Public Entity Crime Form must be returned in the BID response.

RESPONSE MATERIALS

Any material submitted in response to this invitation to respond becomes the property of the County upon delivery to the Office of the Procurement & Budget Supervisor and may be appended to any formal document which would further define or expand the contractual relationship between the County and the successful proposer. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07, Florida Statutes. This includes material which the responding bidder or proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to Section 119.07, Florida Statutes.

SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DER and any standards otherwise stipulated in the solicitation.

SAFETY REQUIREMENTS

The Contractor by submitting a proposal response agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

TAXES

The County does not pay federal, excise or state sales taxes. The applicable tax exemption numbers are:

Florida Sales Tax: 85-8013889128C-1

Federal Identification Number: 59-6000816

Any and all taxes and licenses imposed by Federal, State and local governments on the services to be provided by the Contractor under the terms of the agreement are the sole responsibility of the Contractor.

WITHDRAWAL OF PROPOSAL

Proposal may be withdrawn by written or telegraphic notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.0 Contract Term

If awarded, the successful bidder will enter into a contract with the County based on the solicitation specifications and the results.

Putnam County BOCC has the option and reserves the right to extend the contract beyond the initial contract term of January 13, 2022 – March 14, 2022 by mutual consent of the parties.

Tentative Contract Term: July 20, 2022 – September 5, 2022

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3.0 Schedule

The following schedule is a general guideline for issuance and recommendation of award of this BID and issuance of the contract. The County may change the dates of any events of this BID and the issuance of the Contract.

Tentative Dates Scheduled

Issue BID	May 13, 2022
Mandatory Pre-Bid Meeting	May 25, 2022 @ 9:30 AM
Written questions due by 2:00 pm	June 1, 2022
*submit via email Julianne.Young@putnam-fl.com	
Proposals Due by 2:00 pm	June 13, 2022
Public Opening of Proposals	June 13, 2022
Intent to Award*	June 20, 2022
Protest Period	June 20, 2022- June 23, 2022
*The Bid Award is contingent upon acceptance and approval by the Putnam County Board of County Commissioners of the recommended Intent to Award. The recommendation of the Intent to Award is scheduled to be presented at the board meeting on July 12, 2022 .	
Preconstruction Conference	July 20, 2022
Project Completion Date	September 5, 2022*
	*(45 Days from Pre Construction Meeting/Receipt of Notice to Proceed)

Americans with Disabilities Act of 1990

If special accommodations are required in order to attend any Public Meeting, Pre-Bid Conference, Tour of Grounds, etc., contact the Procurement & Budget Supervisor via email at Julianne.Young@Putnam-FL.com or at 386-329-0403.

PRE-BID MEETING

The county will conduct a mandatory pre-bid meeting at 9:30 a.m. on May 25, 2022, at the Government Complex located at 2509 Crill Ave., Suite 200, Palatka, FL. 32177.

Attendance at the pre-bid meeting is a **mandatory requirement to be considered a 'Responsive Bidder'**.

PUBLIC BID OPENING

The County will conduct a Public bid/proposal opening on Monday, June 13, 2022. The meeting will be held at the Government Complex located at 2509 Crill Avenue, Suite 200, Palatka, FL 32177 immediately following the bid close at 2:00pm EST. The meeting is open to the public, bidders are welcome to attend but will not have the opportunity to speak.

4.0 Proposal Instructions

BOND (S)

BID BOND - Each Bid must be accompanied by a Bid Bond payable to the COUNTY for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the COUNTY will return the BONDS of all except the three lowest responsible BIDDERS. When the

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Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

PERFORMANCE BOND in the amount of 100% of the CONTRACT PRICE, from a corporate surety approved by the COUNTY will be required from the awarded vendor.

PAYMENT BOND in the amount of 100% of the CONTRACT PRICE, from a corporate surety approved by the COUNTY will be required from the awarded vendor.

Attorneys-in-fact who sign BID BONDS, payment BONDS or performance BONDS must file with each BOND a current certified copy of their power of attorney.

If the successful bidder fails to execute and deliver the Agreement and furnish the required Bond(s) within ten (10) days of the Notice of Award, the County may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited.

These bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other bonds as are required by the Supplementary Conditions. The expense of these Bonds shall be borne by the CONTRACTOR. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, the CONTRACTOR shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

Pursuant to Section 255-05, Florida Statutes, the Payment and Performance Bonds must be recorded by the awarded Contractor prior to submission to Public Works.

ERRORS AND OMISSIONS

Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Procurement & Budget Supervisor in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications. Bidders must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including addenda. After BIDS have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

EQUIPMENT/MATERIALS/LABOR

IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

INSURANCE

The “awarded” contractor shall furnish a current Certificate of Insurance to the County’s Procurement & Budget Supervisor prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the County will be provided 30 days written notice if your policy lapses for any reason. This certificate must include the Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the County. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, County shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

LIQUIDATED DAMAGES: TIME IS OF THE ESSENCE

Each BIDDER is reminded that time is of the essence of this Agreement, and failure to complete the Work on time shall constitute a material breach of the Agreement, the basis for a determination of the default of the CONTRACTOR, and termination of the Agreement for cause. If the Contract/Bid Documents so indicate, an amount determined for liquidated damages at the rate specified shall be assessed against the successful BIDDER not complying with a stated delivery time or performance time.

MANDATORY REQUIREMENTS FOR RESPONSIVE BIDDERS

This section of the BID provides proposers with instructions concerning required information that must be submitted as part of their proposal. Failure to provide any of the required information or required documents or failure to arrange the proposal in accordance with these instructions may result in the proposal being rejected.

QUESTIONS

Questions concerning this Invitation to BID shall be directed to: Julianne Young by email at: Julianne.Young@putnam-fl.com and to no other person or department at the County.

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5.0 Scope of Work Specifications

The County ('Putnam County BOCC' or the 'County') is seeking sealed bids from qualified contractors for **Roadway Striping and Pavement Marking Project – 2022.**

Before submitting a Bid, each Bidder should (a) examine the Bidding Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress of performance of the work, (c) be familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate Bidder's observations with the Bidding Documents.

Vendors may bid on one or both parts, and/or one or more individual roads. Any discount for bundled pricing or winning more than one portion will be considered. The County reserves the right to award to one or more bidders who best meet the need of the county. The County will evaluate bid price per road project as well as collective.

QUALIFICATION OF BIDDERS

Bidders must have successfully constructed, as a Prime Contractor or subcontractor, at least two (2) projects of the type construction proposed for this project, and must have been in business as a Contractor for at least three (3) years and worked under the same company name for a minimum of two (2) years.

The COUNTY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information and data for this purpose as the COUNTY may request. The County reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

Each BIDDER shall be properly licensed, registered, and/or certified, as necessary or otherwise appropriate, by the State of Florida, Putnam County, and/or any municipality in Putnam County, for each category of work specified in this bid.

AWARD OF BID

County reserves the right to award to one or more bidders who best meet the need of the county. County will evaluate bid price per road project as well as collective.

Delivery of Bonds and Insurance Certificates When CONTRACTOR delivers the executed Agreements to COUNTY, the CONTRACTOR shall also deliver to the County such Bonds and Insurance as CONTRACTOR may be required to furnish in accordance with this contract. Before any work commences, CONTRACTOR shall also deliver to COUNTY, certificates of insurance purchased and to be maintained in accordance with this contract.

PROJECT PLAN NARRATIVE

Contractors may bid on one or more project locations. Any discount for bundled pricing or winning more than one project area will be considered. The County reserves the right to award to one or more bidders who best meet the need of the County. The County will evaluate bid price per project location as well as collective.

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The work shall consist of, but not limited to, cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, maintenance and protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Designated sites include:

1. McMeekin Road - Old Hawthorne Road to CR 20A
2. Orange Avenue - Old Hawthorne Road to CR 20A
3. E. Cowpen Lake Road - CR 20A to SR 20
4. CR 315 - CR 310 to SR 20
5. Silver Lake Drive - Radcliffe Road to SR 19
6. St. Johns Ave. - CR 309C to Zeagler Drive
7. Horse Landing Road US 17 to Finnegan Road

6.0 Technical Specifications

TECHNICAL SPECIFICATIONS

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PROJECT: ROADWAY STRIPING AND PAVEMENT MARKING - 2022

6.1.0 GENERAL

General Requirements

- 1.1 The plans and specifications are an integral part of the Contract Documents and as such will not stand alone if used independently. The Plans and Specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction.
- 1.2 These specifications will provide a basis for the furnishing of all materials, equipment, labor, transportation, testing and other goods and services necessary to rehabilitate County owned and maintained roads, to the extent described in the scope of work and change orders.
- 1.3 Unless otherwise specified in the Special Conditions or Technical Specifications, all applicable portions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, including Supplements, January 2021 Edition, and Roadway and Traffic Design Standards, 2021 Edition are hereby incorporated into and become a part of this set of Specifications, insofar as they apply to the proposed work. In addition to the applicable sections of the Florida Department of Transportation Standard Specification for Road and Bridge Construction, and Supplements therein, and Roadway and Traffic Design Standards, and any other part or parts that have been omitted from this list of F.D.O.T. Standards that apply to the proposed work shall be adhered to. Any special instructions related to these specifications and

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deviations from them are contained in the Special Conditions and/or these Technical Specifications and shall apply. Any references in FDOT Specifications or any other specifications or documents referred to in this contract are modified as follows: No adjustments shall be made in payment for Bituminous materials, material thickness or density, or any other adjustments which may be specified in any referenced document.

6.2.0 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS

- 2.1 This work item shall be done in accordance with 2021 edition, FDOT Standard Specifications for Road and Bridge Construction, Section 711, and 2021 edition FDOT Design Standards.
- 2.2 Prices and payments will be full compensation for all work and materials specified in this Section including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

6.3.0 PAINTING TRAFFIC STRIPES

- 3.1 This work item shall be done in accordance with 2021 edition, FDOT Standard Specifications for Road and Bridge Construction, Section 710, and 2021 edition FDOT Design Standards.
- 3.2 Prices and payments will be full compensation for all work and materials specified in this Section including, all cleaning and preparing of surfaces, furnishing all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Painted Pavement Markings will include two applications of painted pavement markings applied to the final surface. Wait at least 14 days after the first application to apply the second application of Painted Pavement Markings. Second application must be applied prior to final acceptance of the project. Final payment will be withheld until all deficiencies are corrected.

6.4.0 CONTRACT CLOSEOUT

One (1) USB drive containing all of the photographed contract work shall be provided to the ENGINEER two weeks prior to final inspection. Photographs shall show the conditions existing on the work site prior to commencement of, during the prosecution of, and at the completion of the contract work. Payment for this item shall be included in the Lump sum bid price.

The COUNTY will provide the CONTRACTOR one (1) electronic copy of the drawing files suitable for editing. The CONTRACTOR will use the plan sets to document the configuration and location of all work performed under this contract. The CONTRACTOR will be responsible for the care and cost of replacing these documents while in his possession. The CONTRACTOR shall also certify that the materials used and quantities paid for are in accordance with the plans.

“As-Built” drawings will NOT be required for submission of Final payment for this project. A Certification of Construction Completion will be required to be submitted to the County for submission of Final payment for this project. This certification will provide the County with notification of the completion of all the components of the system, works or other activities for the referenced project and certify that it has been constructed in conformance with the plans, specifications and conditions described in the

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6.5.0 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment shall be made for **MOBILIZATION, MAINTENANCE OF TRAFFIC**, clearing and grubbing, cleaning and preparing of surfaces, protection of traffic, restoration of disturbed shoulders, and other incidentals to complete the work, unless it is indicated in the bid price proposal. The cost of such work shall be included in the LUMP SUM BID PRICE.

6.6.0 OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY

The Contractor shall follow all appropriate Occupational Safety and Health Administration (OSHA) standards. The Contractor shall maintain safe site conditions at all times and pay special attention to the requirements for Trench safety, follow all rules of (29 CFR part 1926). Contractor shall maintain the necessary supervision of subcontractors and strictly follow "Subpart P – Excavations".

6.7.0 PAVEMENT EDGES

7.1 The County will clip the shoulders, contractor would be responsible for sweeping any excess dirt prior to applying paint.

6.8.0 PROJECT COORDINATION

8.1 All work shall be coordinated with the Putnam County Project Manager or an authorized County representative. The Contractor shall notify the County at least 48 hours prior to performing any work. If any work commences prior to the required notification, the work will be stopped until such time that the Contractor is given an authorization to proceed by an appropriate County representative.

8.2 Daily Reports- The Contractor shall submit Daily Status Reports to the authorized County representative on a weekly basis or upon final completion of each road location. The Report shall include names of streets/roads, quantity completed per street/road and cumulative totals reflecting actual quantities of materials used.

8.3 Upon completion of each road location, the Contractor shall submit documentation providing evidence of actual quantities utilized in the performance of the scope of work prior to payment. All requests for payment shall be submitted on the Putnam County Payments for Contractor Form with a supplementary unit detail schedule.

PRELIMINARY MATTERS

Commencement of Contract Time

The Contract Time will commence to run as designated in the Notice to Proceed.

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures. CONTRACTOR shall promptly report in writing to Engineer any conflict, error or discrepancy which CONTRACTOR may discover. The CONTRACTOR shall not be liable, however, to the County for failure to report any conflict, error or discrepancy in the Plans and Specifications, unless the CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

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Preconstruction Conference

After BOCC execution of the Agreement, a conference will be held to:

- (a) Establish a working understanding between parties.
- (b) Establish procedures for processing Applications for Payment.
- (c) Review the CONTRACTOR's anticipated construction progress schedule which shall show on a monthly basis, the percent of the Work to be completed and the dollar value of such Work.
- (d) Establish the date for the start of construction.
- (e) Complete contractor execution of the agreement
- (f) Issue Notice to Proceed
- (g) Submit all required bonds
- (h) Submit all required submittals

Project Data and Sample

Where a sample is required by the specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

Certifications

Whenever a standard of quality is established by a reference specification, the CONTRACTOR shall submit a certificate by the manufacturer that the material supplied meets the requirement of both the project and reference specification.

Layout Data

Engineer has provided in contract plans layout, which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no change or relocations without the prior written approval of engineer.

The CONTRACTOR may be furnished additional instructions and detail drawings, by the Public Works Director as necessary to carry out the Work required by the Contract Documents.

The additional drawings and instructions thus supplied will become a part of the Contract Documents. The CONTRACTOR shall carry out the Work in accordance with the additional detail drawings and instructions.

The CONTRACTOR shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable as are required by the Contract Documents for the Works to be performed.

Prior to the first partial payment estimate the CONTRACTOR shall, upon request of the Public Works Director, submit construction progress schedules showing the order in which the various parts of the Work will be started, estimated date of completion of each part, as applicable.

The CONTRACTOR shall also submit, upon request of the Public Works Director, a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the Work.

Applications for Progress Payments

The CONTRACTOR will bill the COUNTY by use of an Application for Payment, filled out and signed by CONTRACTOR, and accompanied by such supporting documentation as is required by the Contract Documents.

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The first Application for Payment shall be submitted at least ten days before the first progress payment falls due (not less than thirty days from the Notice to Proceed) by the CONTRACTOR to the Public Works Director for review, and monthly thereafter. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to COUNTY as will establish COUNTY interest therein, including applicable insurance. Each subsequent application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment.

The COUNTY will retain ten percent of the amount due the CONTRACTOR from all progress payments.

Review of Applications for Progress Payments

The Public Works Director will, within ten days after receipt of each partial payment application, either indicate in writing approval of payment, and present the Application to the Finance Department of the COUNTY for payment, or return the Application to CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application, County shall, within ten days of presentation of the corrected Application forward same to the Finance Department for payment.

The Public Works Director may refuse to approve all or any part of a progress payment if, in his opinion, such Application would be incorrect or if on the basis of subsequently discovered evidence (inspections or tests), he considers such refusal necessary to protect the COUNTY from loss on account of:

- (a) Defective work not remedied.
- (b) Failure of CONTRACTOR to make payments properly to Subcontractors or for material or labor.
- (c) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (d) Damage to another CONTRACTOR.
- (e) No certificate for payment or payment made under the Contract Agreement except the final certificate of final payment shall be evidence of the performance of this Contract, either wholly or in part. No payment shall be construed to be an acceptance of defective work or improper materials.
- (f) The Engineer's approval of any payment requested in an Application for Payment shall constitute a representation by it to the COUNTY, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on its review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of its knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in its approval); and that the CONTRACTOR is entitled to payment of the amount approved. However, by approving any such payment the Engineer shall not thereby be deemed to have represented that it made exhaustive or continuous onsite inspections to check the quality or the quantity of the Work, or that it has reviewed the means, methods, techniques, sequences, and procedures of construction or that it has made any examination to ascertain how or for what purpose the CONTRACTOR has used the moneys paid or to be paid to it on account of the Contract Price.
- g) Any outstanding submittals that have not been submitted and approved.
- h) Any insurances certificates that are not current.
- i) Any provisions of the contractors QC plan not being adhered to.

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- j) Any requirements noted in - **Contractors Responsibilities** that are not met or adhered to.

Final Inspection

Upon written notice from CONTRACTOR that the Work is complete, COUNTY will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of the Public Works Director and delivered all guarantees, records and other documents all as required by the Contract Documents, and after the Work has been deemed acceptable, CONTRACTOR may make final Application for Payment, clearly indicating that all work has been invoiced to COUNTY. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers of all Liens arising out of or filed in connection with the Work.

Since this account will be closed upon payment of final Application for Payment, any and other further charges if not properly included on this (final invoice) shall be waived by the CONTRACTOR.

Final Payment and Acceptance

If, on the basis of Engineer's final inspection and review of the final Application for Payment, Engineer is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, Engineer will, within ten days after receipt of the final Application for Payment, approve same. There upon, Engineer will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, Engineer will return the final Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. If the application and accompanying documentation are appropriate, as to form and substance, COUNTY shall, within thirty days after receipt thereof pay CONTRACTOR that amount recommended by Engineer.

CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, not the issuance of a certificate of Substantial Completion, nor any payment by COUNTY to CONTRACTOR under the Contract Documents, nor any use of the Work or any part thereof by COUNTY, nor any failure to do so, nor the issuance of a notice of acceptance by Engineer nor any correction of defective Work by COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

CONTRACTOR'S RESPONSIBILITIES

CONTRACTOR SUPERINTENDENCE

The CONTRACTOR shall have a competent superintendent and safety officer with authority to represent him present at all times during the progress of the work. The CONTRACTOR shall clearly identify the project superintendent and safety officer in writing to the Engineer. Those personnel assigned in such capacities shall remain with the project during any construction until its completion. The CONTRACTOR will be responsible

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for monitoring the job site during non-working hours to insure that no problems occur with traffic control and to correct any problems that occur with traffic control or public safety, immediately. The CONTRACTOR will maintain a phone with a recording device for receiving messages 24 hours per day for the duration of the job. Messages left on the recording device by the ENGINEER will be considered to be Notification of the Contractor.

Labor, Materials and Equipment

The onsite superintendent must have 10 years of related construction experience for the work being performed. The onsite safety officer will have 5 years of related construction experience for the work being performed and be OSHA 30 hr Certified or FDOT MOT certified. Credentials for the onsite superintendent and safety officer must be submitted to the Engineer for approval.

The CONTRACTOR will perform all Work during regular working hours with no overtime work or Saturday, Sunday or any legal holiday work without the COUNTY'S consent.

Except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary field office, safety signs in accordance with Florida Department of Transportation methods, temporary construction of any nature, to include traffic maintenance, sales and use taxes, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

The CONTRACTOR shall provide adequate sanitary facilities for the use of those employed on the work site. Such sanitary facilities shall be made available when the first employees arrive on the site. The sanitary facilities shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in adequate and suitable numbers for the employees employed on the job.

The CONTRACTOR shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. The CONTRACTOR shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the County or on adjacent property.

Manufactured materials and articles necessary to complete the Project shall be new when installed, connected, erected, or applied.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment shall be in accordance with the Contract requirements and with samples submitted by the CONTRACTOR and approved by the Public Works Director.

Fill material of any type must come from a licensed, permitted facility. Documentation may be required by the Public Works Director.

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Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the CONTRACTOR or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the Seller.

Materials removed from the project as part of the plans and specifications may be claimed by the Owner. All materials removed from the project as part of the plans and specifications and not claimed by the Owner shall be disposed of by the CONTRACTOR in areas provided by him/her in accordance with all laws.

Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

Permits

CONTRACTOR shall obtain and pay for all permits and licenses. CONTRACTOR shall pay all government charges which are applicable at the time of opening of Bids. It shall be the responsibility of the CONTRACTOR to secure and pay for all necessary licenses and permits of a temporary nature necessary for the prosecution of the work.

Laws and Regulations

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the Specifications or plans are at variance therewith, CONTRACTOR shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR'S primary responsibility to make certain that the Specifications and Plans are in accordance with such laws, ordinances, rules and regulations.

Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the laws of Putnam County, State of Florida.

CONTRACTOR Use of Premises

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the Engineer with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for materials storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures of Work of any kind, including permanent reference markers or property corner markers, or the interruption of a utility service, shall be repaired or restored promptly at no additional expense to the COUNTY.

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The CONTRACTOR shall not close or obstruct any portion of a street, road, or private way without obtaining permits from the proper authorities. If any street, private way, or driveway shall be rendered unsafe by the CONTRACTOR'S operations, it shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Engineer. Streets, roads, private ways, and walks not closed shall be maintained passable by the CONTRACTOR at its expense, and the CONTRACTOR shall assume full responsibility for the adequacy and safety of provisions made. The CONTRACTOR shall at least three (3) days in advance, notify the Engineer in writing and receive permission, if the closure of a street is necessary. The CONTRACTOR shall be responsible for maintaining proper coordination with the Engineer.

The CONTRACTOR will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the Engineer. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to protect or restore at no additional expense to the COUNTY all vegetation not protected or preserved as required here in that may be destroyed or damaged.

During the progress of the Work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and debris resulting from the Work. At the completion of the Work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances construction equipment and machinery, and surplus materials and shall leave the site clean and ready for occupancy by the COUNTY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

Project Coordination

The CONTRACTOR shall provide for the complete coordination of the construction effort. This shall include but not necessarily be limited to coordination of the following:

1. Flow of material and equipment from suppliers.
2. The interrelated Work with public utilities companies, County and State of Florida.
3. The interrelated Work with the COUNTY where tie-ins to existing facilities are required.
4. The effort of independent testing agencies.
5. The CONTRACTOR and his Project Superintendent shall attend a preconstruction conference to be scheduled by the Engineer. At that time, all the parties concerned will discuss the project and will prepare a program of procedure in keeping with the requirements of the drawings and specifications.
6. The CONTRACTOR or his Project Superintendent shall notify the Engineer of the anticipated date of commencement of work at least forty-eight (48) hours prior to the date of commencement.
7. The CONTRACTOR shall supervise and direct the work efficiently and with its best skill and attention and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. It shall be the CONTRACTOR'S responsibility to carefully study and compare the Contract Documents and to check and verify all figures shown thereon and all field measurements.
8. In case of discrepancy in the Plans, the matter shall be immediately submitted to the Engineer without whose decision said discrepancy shall not be adjusted by the CONTRACTOR, save only at its own risk and expense.
9. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
10. The CONTRACTOR shall keep on the work, at all times, during its progress, a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer. The superintendent shall not be assigned to more than one project. The superintendent shall

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be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be as binding as if given to the CONTRACTOR.

11. Any person employed on the work who shall be deemed to be incompetent, shall be guilty of any disorderly conduct or shall trespass on any property in the vicinity of the work shall be removed from the work at once by the CONTRACTOR at the request of the COUNTY or Engineer.
12. Neither the COUNTY or Engineer will be responsible for the acts or omissions of the CONTRACTOR, or any Subcontractors, or any of its agents or employees, or any other persons performing any of the work.
13. The CONTRACTOR shall so conduct its operations and maintain the work in such condition that adequate drainage shall be in effect at all times.
14. The CONTRACTOR will not obstruct existing gutters, ditches, and other runoff facilities.

Project Record Documents

The CONTRACTOR shall keep one record copy of all Specifications, Plans, Addenda, Modifications, Shop Drawings and Samples at the site, in good order and annotated to show all changes made during the construction progress. These shall be available to the Engineer for examination and shall be delivered to the Engineer upon completion of the Work. The documents shall be maintained for a minimum of five (5) years following contract completion and acceptance.

Project Photographs

The CONTRACTOR shall provide a photographic record of contract work. Photographs shall be taken under the supervision and direction of the Engineer and shall show the conditions existing on the work site prior to the commencement of, during the prosecution of, and at the completion of the contract work. Payment for this item shall be included in the MOBILIZATION Lump sum bid price.

Safety and Protection

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:

1. All employees on the Work and other person who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. In the event that a life threatening safety violation is either observed by County personnel or brought to the attention of County personnel, the COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of CONTRACTOR or any other party.

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CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part by the CONTRACTOR, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and accepted.

In the event the CONTRACTOR does not perform its obligations under the preceding paragraphs, the COUNTY reserves the right at its election to make good any damage to public or private property caused by the work of the CONTRACTOR and the cost thereof will be deducted from the CONTRACTOR'S final payment application.

If at any time, in the opinion of the Engineer, the work is not properly lighted, barricaded, and in all respects safe in regard to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as it deems advisable, and the CONTRACTOR shall comply promptly with such orders. If, under such circumstances, the CONTRACTOR does not, or cannot, immediately put the work and the safeguards into proper and approved condition, or if the CONTRACTOR or its representative is not upon the site so that it can be notified immediately of the insufficiency of safety precautions, the Engineer may put the work into such a condition that it shall, in the Engineer's opinion, in all respects be safe. The CONTRACTOR shall pay all expenses of such labor and materials as may have been used for this purpose by it or by the Engineer. Such action of the Engineer, or the Engineer's failure to take such action, shall in no way relieve the CONTRACTOR of the entire responsibility for any cost, loss, or damage sustained on account of the insufficiency of the safety precautions taken by it or by the Engineer under authority of this section.

CONTRACT CLOSEOUT

Cleanup

The CONTRACTOR shall at all times control dust and keep the premises free from accumulation of waste materials or rubbish caused by his employees or work, and at the completion of the work, he shall remove all his rubbish from and about the premises and all his tools and surplus materials and shall leave his work area clean. In case of disputes between Contractors, the County may remove the rubbish and charge the cost to the Contractors as the Engineer may determine to be just. In the event that the CONTRACTOR does not keep the work area free of rubbish or accumulations of waste materials, and control dust, the OWNER will withhold an additional 5% from any pay request, above and beyond the standard 10% retainage.

At the conclusion of the project the CONTRACTOR shall insure that all debris and other unsightly objects are removed and disposed of in a satisfactory manner. The CONTRACTOR will restore to their original condition, as nearly as practicable, those portions of the site not designated for alteration.

The CONTRACTOR shall lay out the work at the location and to the lines and grades shown on the plans. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept in notebooks and furnished to the ENGINEER with the record drawings for the project.

The CONTRACTOR shall keep one record copy of all specifications, plans, addenda, modifications, shop drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for examination and shall be delivered to the ENGINEER upon completion of the work.

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The CONTRACTOR shall also certify that the materials used and quantities paid for are in accordance with the plans.

The CONTRACTOR shall keep a photographic record of the contract work. He shall furnish all required photographic materials; the taking of photograph; making enlargements from photographic negatives; submitting negatives and enlargements to the Engineer.

Negatives shall be 2-1/4" x 2-1/4" size and enlargements shall be 7-1/2" x 9-1/2" image area on 8" x 10" single weight gloss paper. Each negative shall have a permanent identification number inscribed thereon. At the completion of the work, negatives shall be delivered and become the property of Putnam County.

Two (2) enlargements shall be made from each negative. They shall be mounted in approved vinyl photo pages, pre-punched for post or 3-ring binders, as directed by the Engineer. In addition to the proper identification numbers, all enlargements shall be identified on the face, by appropriate permanent markings of the Project Name, the date when taken, and a brief description of the location at which the photograph was taken.

Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from COUNTY is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

WORK BY OTHERS

COUNTY may perform additional Work related to the Project by itself or let other direct contracts therefore which shall contain General Conditions similar to these. CONTRACTOR shall afford the COUNTY and/or the other Contractors who are parties to such direct Contracts reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his with theirs.

If any part of CONTRACTOR'S Work depends for proper execution or results upon the Work of the COUNTY and/or any such other CONTRACTOR, CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results of the Work. CONTRACTOR'S failure to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

The CONTRACTOR shall do all cuttings, fittings, or patching of the Work that may be required to integrate the work of other contractors or existing work as shown in, or reasonably implied, by the Contract Documents and as may be directed by the Engineer. However, the CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering other's work unless written consent from the ENGINEER and the parties affected is received.

COUNTY'S RESPONSIBILITIES

COUNTY shall furnish the data of OWNER under the Contract Documents promptly after they are due. County shall issue all communications to CONTRACTOR through Engineer.

In connection with OWNER'S rights to order changes in accordance with Article 10 - CHANGES IN WORK, COUNTY is obligated to execute Change Orders.

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COUNTY shall provide CONTRACTOR, CONTRACTOR'S representative testing agencies and other governmental agencies with jurisdictional interests proper and safe access to the site at reasonable times as is necessary for performance of their functions in connection with the Contract Documents.

CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no change or relocations without the prior written approval of engineer. Contractor to establish bench marks for as-built drawings information and layout. Provide as-built drawings with cross-sections. Elevation datum NAVD 1988.

CONTRACTOR shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for replacement or relocations of such reference points are made by professionally qualified personnel.

ENGINEER'S STATUS

County's Representative

The Public Works Director (Engineer) shall serve as the COUNTY'S representative and shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed, and shall interpret the intent of the Contract Documents with reasonable promptness. The Public Works Director may appoint Engineers, and/or agents to represent the County on this project. Agents do not have the authority to waive any contract requirements, or approve change orders.

The Public Works Director will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Inspector shall serve to assist the Public Works Director in determining if the Work performed and the materials used meet the Contract requirements.

A representative of the Federal Government may inspect the construction work as they deem necessary. However, any such inspection will in no way make the Federal Government a party to the contract.

The Project Inspector shall not be authorized to issue Field Orders.

The Project Inspector shall be authorized to stop all or any portion of the Work if in his opinion the Work is not proceeding according to the requirements of the plans and specifications.

Decisions on Disagreements

ENGINEER will be the initial interpreter of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of such claim, dispute and other matter shall be delivered by the claimant to ENGINEER within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In his capacity as interpreter and judge ENGINEER will not show partiality to COUNTY or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

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BID Name: Countywide Striping and Pavement Marking Project

The rendering of a decision by ENGINEER with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided) will be condition precedent to any exercise by COUNTY or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

Limitations on ENGINEER'S Responsibilities

Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturers, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as allowed", or terms of like effect or import are used, to describe requirements, direction, review or judgment of ENGINEER as to the Work, it is intended that such judgment will be solely to evaluate the Work for compliance with Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions above.

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site otherwise performing any of the Work.

CHANGES IN THE WORK

Without invalidating the Agreement, COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents.

COUNTY shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by COUNTY, or because of any other claim of CONTRACTOR for a change in the Contract Price which is recommended by ENGINEER.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to COUNTY.

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. The CONTRACTOR shall not commence work on any change until such written amendment or Change Order has been issued and signed by each of the parties. Contract amendments affecting price and/or completion dates and schedules may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

CHANGE OF CONTRACT PRICE

The Contract Price constitutes the compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract price.

The Contract Price may only be changed by a Change Order. Any request for an increase in the Contract Price shall be based on written notice delivered to Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the request with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such request shall be incorporated in a Change Order.

The value of any Work covered by a Change Order or any request for an increase or decrease in the Contract Price shall be determined in one of the followings ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of lump sum.

On the basis of the Cost of the Work plus a CONTRACTOR'S fee for overhead and profit (15%).

CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be based on written notice delivered to the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to; acts of God; the COUNTY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. The CONTRACTOR shall provide written notification to the Engineer within 15 days of any occurrence which results in CONTRACTOR'S failure of performance. Failure to provide written notice shall result in CONTRACTOR waiving all rights to any contract judgment. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, as provided in Paragraph 12.1, the COUNTY shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract may be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the Work at any time.

WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OR DEFECTIVE WORK

Warranty and Guarantee

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CONTRACTOR warrants and guarantees to COUNTY that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be reflected, corrected or accepted as provided in the Article 13.

Test and Inspections

CONTRACTOR shall give Engineer timely notice to readiness of the Work for all required inspections, tests or approvals. The CONTRACTOR shall be responsible for obtaining all soils, optional base, limerock bearing ratios, proctors, density tests, and material tests and shall furnish required test results upon request of the Engineer.

If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Engineer's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

All inspections, tests or approvals other than those required in Section 13.2, or required by law, ordinance, rule regulation, code or order of any public body having jurisdiction shall be performed by the Engineer or by organizations acceptable to COUNTY and CONTRACTOR.

If any Work that is to be inspected, tested or approved is covered without approval or consent of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense.

Neither observations by Engineer nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents.

Testing Laboratory Services

All materials and equipment used in the performance of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The CONTRACTOR shall provide, at the CONTRACTOR'S expense, the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the Engineer timely notice of readiness. The CONTRACTOR will then furnish the Engineer the required certificates of inspections, testing, or approval.

Uncovering Work

If any Work is covered contrary to the consent of Engineer, it must, if requested by Engineer, be uncovered for Engineer's re-examination and replaced at CONTRACTOR's expense.

If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, CONTRACTOR at Engineer's request, shall uncover, expose or otherwise make available for observation the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation,

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inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 11 and 12.

COUNTY - MAY STOP THE WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if a life threatening safety violation is either observed by County personnel or brought to the attention of County personnel, the COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work Before Final Payment

If required by Engineer, CONTRACTOR shall promptly, without cost to COUNTY and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work.

- a) Contractor shall submit corrective plan in writing for approval detailing corrective action for deficiencies and a schedule detailing the corrections.
- b) If greater than 30% of roadway in 1000' of distance requires patching the county may direct the contractor to provide a continuous overlay for the 1000' of distance at no cost to the county.

One Year Correction Period After Final Payment

If within one year after the date of final acceptance or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY'S written instructions, either correct such defective Work, or, if it has been rejected by COUNTY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, COUNTY may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work, Deductions

If, instead of requiring correction or removal and replacement of defective Work, COUNTY prefers to accept it, COUNTY may do so. In such a case, if acceptance occurs prior to Engineer's recommendation of final payments, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to COUNTY.

COUNTY - May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, COUNTY may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this paragraph, COUNTY shall proceed expeditiously. To the extent necessary to complete corrective and

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remedial action, COUNTY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site or for which COUNTY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow COUNTY'S representative agents and employees such access to the site as may be necessary to enable COUNTY to exercise its rights under this paragraph. All direct and indirect costs of COUNTY in exercising such rights shall be charged against CONTRACTOR in an amount verified by Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by COUNTY of COUNTY'S rights hereunder.

SUSPENSION OF WORK AND TERMINATION

County May Suspend Work

COUNTY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR which shall fix the date on which Work shall be resumed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both directly attributable to any suspension if he makes a claim therefore as provided in Articles 11 and 12.

COUNTY May Terminate

If the CONTRACTOR is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR for any of its property, or if the CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or other applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors for labor, materials or equipment or disregards laws ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Public Works Director then the Owner may, without prejudice to any other right of remedy, and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the Work by whatever method the owner may deem expedient. In such case the CONTRACTOR shall not be entitled any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the differences to the Owner. Such costs incurred by the Owner will be determined by the Public Works Director and incorporated in a Change Order.

Where the CONTRACTOR'S services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the CONTRACTOR will not release the CONTRACTOR from compliance with the Contract Documents.

If, through no act or fault of the CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Public Works Director fails to act

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on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the CONTRACTOR substantially the sum approved by the Public Works Director then the CONTRACTOR may, after ten (10) days from delivery of a Written Notice to the Owner and the Public Works Director terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Public Works Director has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days Written Notice to the Owner and the Public Works Director stop the Work until paid all amounts then due, in which event and upon resumption of the Work Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work.

Substitutions

Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue numbers, 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 capabilities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if in the opinion of the Public Works Director, such materials, article, or piece of equipment is of equal substance and function to that specified, the Public Works Director may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The CONTRACTOR warrants that, if substitutions are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra components may be added by the CONTRACTOR without a change in the Contract Price or Contract Time.

Unforeseen Physical Conditions

CONTRACTOR shall promptly notify Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and if further investigation or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

Subcontracting

The PRIME CONTRACTOR must perform a minimum of forty (40) percent of the work. The CONTRACTOR shall be fully responsible to the Owner for the acts and omissions of its Subcontractor and of persons either directly or indirectly employed by them as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted to all Subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and give the CONTRACTOR the same power as regards terminating any Subcontract that the Owner may exercise over the CONTRACTOR under any provision of the Contract Documents. In addition, the Owner may require the CONTRACTOR to remove from the Project any employee(s) of the CONTRACTOR or Subcontractor who, in the opinion of the Public Works Director, is guilty of misconduct or is found to be incapable of performing Work duties in a safe and competent manner.

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

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Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or a legal holiday, such day shall be omitted from the computation.

Liquidated Damages

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, liquidated damages shall be paid to the Owner at the rate identified on the Bid Form for all work awarded under the contract until the work shall have been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the Work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the Owner after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The Owner shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

Substantial Completion

When the work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or a specified part) can be utilized for the purposes for which it is intended, the Engineer shall issue a definitive certificate of Substantial Completion. In the case of road construction projects all paving, curbs, gutters, driveways, storm sewers, culverts, inlet structures, swales, temporary pavement marking, and permanent traffic signs must be completed to the satisfaction of the Engineer.

Unauthorized Work

Work done without lines and grades given, work done beyond lines and grades shown on the Contract Documents or as given, or any extra work done without written authority will be considered as unauthorized work and will not be paid for by the COUNTY, and when so ordered by the Engineer, such work shall be removed and properly replaced by the CONTRACTOR at its own expense.

Interpretation of Approximate Quantities

The CONTRACTOR'S attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the Proposal, or elsewhere, is approximate only and not guaranteed. The COUNTY does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the CONTRACTOR plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work or other conditions pertaining thereto.

Certification of Chemicals

Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

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Dust Control

If the Engineer determines that it is necessary to control dust from time to time during the progress of the work, the CONTRACTOR shall do so with a method approved by the Engineer at no additional cost to the contract.

Contractor will participate and be evaluated per the provisions of the Florida Department of Transportation's Contractor's Past Performance Rating (CPPR) system which may be given consideration in the prequalification/award of future work.

E-VERIFY LANGUAGE FOR ALL CONTRACTS

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state 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.

PROPOSAL'S CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A PROPOSAL AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/RFP/PROPOSAL ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (PROPOSER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required **one (1) original hard copy, (1) one duplicate copy and provide one (1) USB drive** that contains "all" of your documentation included in the original bid in a **pdf** format of each of the following:

- _____ Proposal Cover Sheet
- _____ Statement of Bidder's Qualifications
- _____ Bid Form
- _____ W-9
- _____ Non-Discrimination in Employment Form
- _____ Addendum Acknowledgement
- _____ Public Entity Crimes Form
- _____ Drug-Free Work Place Certification
- _____ Hold Harmless and Indemnification Agreement
- _____ References
- _____ Legal Issues
- _____ Copy of License(s)
- _____ *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- _____ *Additional information – if applicable
- _____ Exhibit A – Payment Bond (required to be furnished from awarded vendor within 10 days of the Notice of Award.)
- _____ Exhibit B – Performance Bond (required to be furnished from awarded vendor within 10 days of the Notice of Award.)

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PROPOSAL COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has "not" divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been no premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the County.)

Failure to sign this form may result in your proposal being deemed as "Non Responsive".

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Manual): _____

BY: SIGNATURE (Typed): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. Copy of licenses required to perform work.
4. When organized.
5. How many years have you been engaged in the contracting business under your present firm of trade name? (minimum requirement of two years)
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion).
7. Have you ever failed to complete any work awarded to you?
8. Have you defaulted on a contract?
9. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
10. List your major equipment **available for this project**.
11. Experience in construction work similar in importance to this project.
12. Background and experience of the principal members of your organizations, including the officers.
13. Credit available: \$_____.
14. Give bank reference.
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications.

Bidder

Date

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BID FORM

Project: Roadway Striping and Pavement Marking Project- 2022, Bid No.: 22 – 24

To: The Board of County Commissioners Putnam County, Florida

Date Submitted: _____, 2022

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Email Address

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 22- 24 – Roadway Striping and Pavement Marking Project - 2022 in Putnam County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents. **Quantities listed are for informational purposes only. Contractor shall visit project site and do their own quantity take off.**

Note: Any and all fees, charges, and cost associated with performing the required services must be included in the total price submitted below. The submitted unit prices shall be final cost to the County. No separate fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

TOTAL CONSTRUCTION:

A.) BASE BID – TOTAL CONSTRUCTION COST (LUMP SUM)

(\$_____)

A.) DISCOUNTED BASE BID – TOTAL DISCOUNTED CONSTRUCTION COST IF AWARDED ALL ROAD LOCATIONS (LUMP SUM)

(\$_____)

TIME OF COMPLETION: 45 CALENDAR DAYS TO FINAL COMPLETION

LIQUIDATED DAMAGES: \$964.00 PER DAY

SURETY: _____

AMOUNT OF BOND: _____

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Notice should be delivered to the undersigned at the following address:

NAME OF BIDDER: _____

ADDRESS: _____

BY: _____ **TITLE:** _____

QUANTITIES LISTED ARE FOR INFORMATIONAL PURPOSES ONLY

ROAD NO	LOCATION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	McMeekin Road – Old Hawthorne Road to CR 20A				
	Painted Pvt. Mark, Std., White, Solid, 6”	0.94	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Solid, 6”	0.94	GM	\$	\$
	Painted Pavement Marking, Final Surface	1	LS	\$	\$
	Thermoplastic, Std., White, Solid, 24” (Stop Line)	40	LF	\$	\$
	Thermoplastic, Std., White, Message (Railroad)	1	EA	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
2	Orange Avenue – Old Hawthorne Road to CR 20A				
	Painted Pvt. Mark, Std., White, Solid, 6”	0.70	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Solid, 6”	0.70	GM	\$	\$
	Painted Pavement Marking, Final Surface	1	LS	\$	\$
	Thermoplastic, Std., White, Solid, 24” (Stop Line)	40	LF	\$	\$
	Thermoplastic, Std., White, Message (Railroad)	1	EA	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
3	E. Cowpen Lake Road – CR 20A to SR 20				

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	Painted Pvt. Mark, Std., Yellow, Solid, 6"	3.86	GM	\$	\$
	Painted Pavement Marking, Final Surface	1	LS	\$	\$
	Thermoplastic, Std., White, Solid, 24" (Stop Line)	80	LF	\$	\$
	Thermoplastic, Std., White, Message (Railroad)	2	EA	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
4	CR 315 – CR 310 to SR 20				
	Painted Pvt. Mark, Std., White, Solid, 6"	5.3	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Solid, 6"	3.4	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Skip, 6"	4.6	GM	\$	\$
	Painted Pavement Marking, Final Surface	1	LS	\$	\$
	Thermoplastic, Std., White, Solid, 12" (Crosswalk)	44	LF	\$	\$
	Thermoplastic, Std., White, Solid, 24" (Stop Line and Crosswalk)	104	LF	\$	\$
	Thermoplastic, Std., White, Message (School)	2	EA	\$	\$
	Thermoplastic, Std., White, Arrows	2	EA	\$	\$
	Raised Pavement Marker, Type B	750	EA	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
5	Silver Lake Drive – Radcliffe Road to SR 19				
	Painted Pvt. Mark, Std., White, Solid, 6"	1.38	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Solid, 6"	1.38	GM	\$	\$
	Painted Pavement Marking, Final Surface	1	LS	\$	\$
	Thermoplastic, Std., White, Solid, 24" (Stop Line)	30	LF	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
6	St. Johns Avenue – CR 309C to Zeagler Drive				
	Painted Pvt. Mark, Std., White, Solid, 6"	1.23	GM	\$	\$

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	Painted Pvt. Mark, Std., Yellow, Solid, 6"	1.12	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Solid, 18" (Diagonal)	90	LF	\$	\$
	Painted Pavement Marking, Final Surface	1	LS	\$	\$
	Raised Rumble Strip	8	SETS	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
7	Horse Landing Road – US 17 to Finnegan Road				
	Painted Pvt. Mark, Std., White, Solid, 6"	1.7	GM	\$	\$
	Painted Pvt. Mark, Std., Yellow, Solid, 6"	1.7	GM	\$	\$
	Painted Pavement Marking, Final Surface	1	LS		
	Thermoplastic, Std., White, Solid, 24" (Stop Line)	10	LF	\$	\$
	SUBTOTAL CONSTRUCTION COST			LUMP SUM	\$
	BASE BID - TOTAL CONSTRUCTION COST			LUMP SUM	\$

IRS W-9

INSTRUCTIONS FOR W-9 FORM: Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf> The W-9 form is requested to be completed and returned with your

Putnam County Board of County Commissioners
 BID No: 22-24
 BID Name: Countywide Striping and Pavement Marking Project

RFP proposal submittal:

<p>Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>						
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
<p>2 Business name/disregarded entity name, if different from above</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► </p> <p><input type="checkbox"/> Other (see instructions) ► </p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> </div> </div>								
<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) </p> <p>Exemption from FATCA reporting code (if any) </p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>								
<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		<p>Requester's name and address (optional)</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>						
<p>6 City, state, and ZIP code</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
<p>7 List account number(s) here (optional)</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>								
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Social security number</td> <td style="width: 40%;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <div style="border: 1px solid black; display: inline-block; width: 40px; height: 20px;"></div> - <div style="border: 1px solid black; display: inline-block; width: 40px; height: 20px;"></div> - <div style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></div> </td> <td style="text-align: center;"> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div> </td> </tr> <tr> <td colspan="2" style="text-align: center;"> <p>OR</p> <p>Employer identification number</p> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div> </td> </tr> </table>			Social security number	Employer identification number	<div style="border: 1px solid black; display: inline-block; width: 40px; height: 20px;"></div> - <div style="border: 1px solid black; display: inline-block; width: 40px; height: 20px;"></div> - <div style="border: 1px solid black; display: inline-block; width: 80px; height: 20px;"></div>	<div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div>	<p>OR</p> <p>Employer identification number</p> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div>	
Social security number	Employer identification number							
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<p>OR</p> <p>Employer identification number</p> <div style="border: 1px solid black; display: inline-block; width: 100px; height: 20px;"></div>								
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Sign Here</td> <td style="width: 55%;">Signature of U.S. person ► </td> <td style="width: 30%;">Date ► </td> </tr> </table>			Sign Here	Signature of U.S. person ► 	Date ► 			
Sign Here	Signature of U.S. person ► 	Date ► 						
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>								

NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Proposer/Company Signatory's Name & Title

By: _____ Date: _____
Signature

Acknowledgement of Addenda

Name of Bidder: _____

Acknowledgement of receipt of addenda:
 The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

This acknowledgement of Addenda form is to be returned with your RFP Proposal.

 Signature

 Title

 Printed Name

 Date

Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal number: BID-22-24. This sworn statement is submitted to PUTNAM COUNTY BOCC.

2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a.) A predecessor or successor of a person convicted of a public entity crime; or

b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place 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 work place 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 work place, the business's policy of maintaining a Drug-Free Work Place, 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 bid 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 bid, 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 work place no later than five (5) days after such conviction.
- 5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6.) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

Hold Harmless and Indemnification Agreement

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This agreement is submitted with Bid, Proposal or Contract No. BID 22-24 is submitted to Putnam County BOCC.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. INDEMNIFICATION - To the fullest extent permitted by law, the Consultant, Contractor, Lessee or Vendor shall indemnify and hold harmless Putnam County BOCC, Officers and employees from and against any and all liability, claims, damages, losses, costs and expenses, including attorney's fees and costs to include attorney's fees and costs incurred in establishing the indemnification and other rights contained in this agreement by reason of, arising out of or resulting from or in any way related to the performance, conduct, act or omission or management of the premises by the Consultant, Contractor, Lessee or Vendor or their agents , provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom caused in whole or in part by acts or omissions of the Consultant, a Subconsultant, Contractor Lessee, Vendor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant ,Contractor, Lessee or Vendor any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant Subconsultant, Contractor, Lessee or Vendor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal

Putnam County Board of County Commissioners
BID No: 22-24
BID Name: Countywide Striping and Pavement Marking Project
References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Legal Issues

The proposer must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the proposer, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the proposer or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the proposer or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
 Pending Litigation: (please attach additional documentation if needed)

- B. The proposer is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the proposer.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

EXHIBIT “A” - PAYMENT BOND

PAYMENT BOND

This Bond is given pursuant to Section 255-05, Florida Statutes. Reference is hereby made to the various notice and time limitation provisions contained therein.

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

Hereinafter called Surety, and held and firmly bound unto The Putnam County Board of County Commissioners, P.O. Box 758, Palatka, Florida 32178 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 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 _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of: **Countywide Striping and Pavement Marking Project. BID NO. 22-24**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in 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 materialman lienholder 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.

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 the expiration of one (1) year following the date of which Principal ceased Work on said Contract, it being understood, however, that if any limitation

Putnam County Board of County Commissioners
BID No: 22-24
BID Name: Countywide Striping and Pavement Marking Project

embodied in the Bond is prohibited by a 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 this Bond shall be deemed automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 25%, 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, the Contract or the Loan Documents shall include any alteration, addition, extension, or modifications of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

(PRINCIPAL) SECRETARY

SEAL:

WITNESS AS TO PRINCIPAL

ADDRESS

CITY, ST, ZIP

ATTEST:

ADDRESS

CITY, ST, ZIP

PRINCIPAL

BY: _____

ADDRESS

CITY, ST, ZIP

SURETY

By: _____
ATTORNEY-IN-FACT

ADDRESS

CITY, ST, ZIP

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute the 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.

Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

EXHIBIT "B" - PERFORMANCE BOND

PERFORMANCE BOND

This Bond is given pursuant to Section 255-05, Florida Statutes. Reference is hereby made to the various notice and time limitation provisions contained therein.

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

Hereinafter called Surety, and held and firmly bound unto The Putnam County Board of County Commissioners, P.O. Box 758, Palatka, Florida 32178 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 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 _____, 2021, a copy of which is hereto attached and made a part hereof for the construction of: **Countywide Striping and Pavement Marking Project. BID NO. 22-24**

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

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 the Work to be performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or toe the Work or the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the bond shall be deemed automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Price more than 25%, 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, the Contract or the Loan

Documents shall include any alteration, addition, extension, or modifications of any character whatsoever.

Putnam County Board of County Commissioners
BID No: 22-24
BID Name: Countywide Striping and Pavement Marking Project

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, one of which shall be deemed an original, this the _____ day of _____, 2021.

ATTEST:

(PRINCIPAL) SECRETARY

SEAL:

WITNESS AS TO PRINCIPAL

ADDRESS

CITY, ST, ZIP

ATTEST:

ADDRESS

CITY, ST, ZIP

PRINCIPAL

BY: _____

ADDRESS

CITY, ST, ZIP

SURETY

By: _____

ATTORNEY-IN-FACT

ADDRESS

CITY, ST, ZIP

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute the 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.

Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement made as of this ____ day of ____ in the year 2022, by and between Putnam County, Florida, a political subdivision of the State of Florida (the "COUNTY"), and

_____, { } an individual, { X } a corporation, { } a partnership, authorized to do business in the State of Florida (the "CONTRACTOR"), whose address is:

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to:

Complete the work as outlined in **Countywide Striping and Pavement Marking Project. BID NO. 22-24**

Services of the CONTRACTOR shall be under the general direction of the County Public Works Executive Director, who shall act as the County's representative during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services as delineated in the Notice to Proceed, and complete all services within the time frame specified herein.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The County shall pay to the CONTRACTOR for services satisfactorily performed

_____ (\$_____), which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the County monthly.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the initiating County department, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. The invoice must reference the bid number, the current purchase order number (if any) and specify the work performed.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "**final invoice**" on the CONTRACTOR'S final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and all other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

D. CONTRACTOR acknowledges that he/she has reviewed the scope of work and no change orders are anticipated.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

All of the services required hereinunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The PRIME CONTRACTOR must perform a minimum of forty (40) percent of the work. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 7 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S tax exemption number in securing such materials.

The CONTRACTOR shall be responsible for payment of his/her own taxes due as a result of this Agreement.

ARTICLE 8 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners of Putnam County.

ARTICLE 9 - INSURANCE

- A. The CONTRACTOR shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Contractor shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to County. All policies shall be occurrence form policies and shall name County as an additional insured, with the premiums thereon fully paid by Contractor on or before their due date. The liability insurance policy shall afford minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof.

Required insurance shall be documented in Certificates of Insurance which provide that County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. New Certificates of Insurance are to be provided to County at least 15 days prior to coverage renewals.

If requested by County, Contractor shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, Contractor shall, at the option of County, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Putnam County Board of County Commissioners

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Receipt of certificates or other documentation of insurance or policies or copies of policies by County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

Contractor shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$100,000 each accident, and \$100,000 each employee / \$500,000 policy limit for disease. Contractor shall also purchase any other coverage required by law.

Contractor's maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

If checked below, the County requires the following additional types of insurance:

_____ Builders Risk. The Contractor shall provide Builders Risk insurance to cover the property for all risks of loss. The policy shall be for the full value of the improvements and include the County as an additional insured as its interest may appear.

 X Business Auto Liability. Proof of Business Auto Liability shall be provided with minimum protection of \$1,000,000 combined single limit coverage for bodily injury, property damage or combination thereof. Coverage shall include hired and non-owned auto liability also.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the COUNTY, its agents, servants and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the CONTRACTOR, its agents, servants, or employees, or which otherwise arises in connection with, the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the COUNTY, its agents, servants and employees from and against any claim, demand or cause of action included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable.

ARTICLE 11 - SUCCESSOR AND ASSIGNS

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, legal representatives and permitted assigns.

Neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Putnam County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code as may be in effect from time to time in Florida shall prevail as the basis for determining the rights and obligations of the CONTRACTOR and the COUNTY hereunder.

Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for by applicable law. The CONTRACTOR further represents that no person having any such interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR may, at his/her option, enter into said association, interest or circumstance and it shall be deemed not a conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Agreement.

ARTICLE 15 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the County's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the timeframes set forth in this Agreement may be amended by written agreement by the CONTRACTOR and County Administrator, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

The COUNTY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

ARTICLE 18 – PRESS RELEASES AND CONFIDENTIALITY OF INFORMATION

CONTRACTOR agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made or generated by CONTRACTOR or its employees without COUNTY'S prior written consent. CONTRACTOR shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

ARTICLE 19 – PUBLIC RECORDS COMPLIANCE

CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

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

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CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUTNAM COUNTY ATTORNEY, (386) 329-1903, PR-REQUESTS@PUTNAM-FL.COM, 2509 CRILL AVENUE, SUITE 200, PALATKA, FL 32177.

If CONTRACTOR will act on behalf of COUNTY, as provided under Section 119.011(2), Florida Statutes, CONTRACTOR, subject to the terms of Section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

1. Keep and maintain public records required by COUNTY to perform the service;
2. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the contract if CONTRACTOR does not transfer the public records to COUNTY;
4. Upon completion of the contract transfer, at no cost to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY; and
5. If CONTRACTOR does not comply with a public records request, COUNTY shall enforce the Contract provisions in accordance with the Contract.
6. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.
7. If a civil action is filed against CONTRACTOR to compel production of public records relating to COUNTY'S contract for services, the court shall assess and awards against CONTRACTOR the reasonable costs of enforcements, including attorney fees in accordance with Section 119.0701, Florida Statutes.

ARTICLE 20 – AUDITING, RECORDS AND INSPECTION

In the performance of this Contract, CONTRACTOR shall keep books, records and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by CONTRACTOR, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of COUNTY. COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

Putnam County Board of County Commissioners

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The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation.

ARTICLE 22 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, a commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, national origin or other status protected by law.

ARTICLE 24 - AMENDMENT

Unless expressly allowed herein, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE/LAWS, RULES AND REGULATIONS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and all personnel will maintain licensures indicated in the proposal, and that it will at all times conduct its business activities in a reputable manner. The CONTRACTOR agrees that it will abide by all laws, rules and regulations in performance of the Agreement.

ARTICLE 27 – SOVEREIGN IMMUNITY

COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contracts, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE 28 – EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, CONTRACTOR must:

1. Enroll in the E-Verify Program;

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2. Use E-Verify to verify the employment eligibility of all new hires working in the United States, except if CONTRACTOR is a state or local government, CONTRACTOR may choose to verify only new hires assigned to the Contract;

3. Use E-Verify to verify the employment eligibility of all employees assigned to the Contract; and

4. Include these requirements in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

ARTICLE 29 – SCRUTINIZED COMPANIES

This Contract may be terminated by COUNTY, without penalty to COUNTY:

1. In the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes; or

2. If COUNTY determines that CONTRACTOR falsely certified to COUNTY that CONTRACTOR is not listed as a scrutinized company.

Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

ARTICLE 30 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - CHANGES IN THE WORK

1. Without invalidating the Agreement, COUNTY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents.

3. COUNTY shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by COUNTY, or because of any other claim of CONTRACTOR for a change in the Contract Price which is recommended by ENGINEER.

4. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given the Surety, it will be CONTRACTOR'S responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to COUNTY.

5. No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. The CONTRACTOR shall not commence work on any change until such written amendment or

Change Order has been issued and signed by each of the parties. Contract amendments affecting price and/or completion dates and schedules may be made on behalf of the County in writing signed by the County Administrator subject to those limits set forth in the County's Purchasing Ordinance.

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ARTICLE 32 - CHANGE OF CONTRACT PRICE

1. The Contract Price constitutes the compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract price.
2. The Contract Price may only be changed by a Change Order. Any request for an increase in the Contract Price shall be based on written notice delivered to Engineer within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the request with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such request shall be incorporated in a Change Order.
3. The value of any Work covered by a Change Order or any request for an increase or decrease in the Contract Price shall be determined in one of the followings ways:
4. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
5. By mutual acceptance of lump sum.
6. On the basis of the Cost of the Work plus a CONTRACTOR'S fee for overhead and profit (15%).

ARTICLE 33 - CHANGE OF THE CONTRACT TIME

1. The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be based on written notice delivered to the Engineer within fifteen days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.
2. The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to; acts of God; the COUNTY'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.
3. Upon the CONTRACTOR'S request, as provided in Paragraph 12.1, the COUNTY shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the Work at any time.

ARTICLE 34 - CONTRACT DOCUMENTS

The other documents which comprise the entire agreement are attached hereto, made a part hereof and consist of the following:

Call for Bids

Bid

Bid Bond, if required

General Conditions

Supplemental, and Special General Provisions

Payment Bond, if required

Performance Bond, if required

Notice of Award

Notice to Proceed

Change Order

Engineering Drawings, if required

Specifications; Scope of Work

Addenda

Release of Lien

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

Putnam County Board of County Commissioners

BID No: 22-24

BID Name: Countywide Striping and Pavement Marking Project

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 35 - NOTICE

Each notice or communication under this Contract shall be deemed delivered and received if in writing and either: (a) personally delivered; (b) delivered by reliable overnight air courier service; (c) deposited with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, delivered or addressed to CONTRACTOR or COUNTY, as appropriate, or d) sent by email transmission providing proof of transmission (provided, that a copy of such email notice is also forwarded by one of the other methods provided above). Rejection or other refusal by the addressee to accept the notice, and inability to deliver the notice because of a change of address of the party of which no notice was given, shall be deemed to be the receipt of the notice on the third (3rd) day following the date postmarked by the United States Postal Service, or on the second (2nd) day following the date accepted by the courier service.

WITNESS WHEREOF, the Board of County Commissioners of Putnam County, Florida has made and executed this Agreement on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand as of the day and year first above written.

ATTEST:
MATT REYNOLDS, CLERK

**PUTNAM COUNTY BOARD OF
COUNTY COMMISSIONERS:**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

WITNESS:

CONTRACTOR

SIGNATURE

COMPANY NAME

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
COUNTY ATTORNEY

TITLE

SIGNATURE

REV. April 7, 2016