

**CONTRACT 25-27
FY25 ANNUAL RESURFACING PHASE 1 – LOCAL ROADS**

This Contract, dated April 1, 2025, is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and C.W. Roberts Contracting, Inc., located at 4116 Hwy 231 North, Panama City, FL 32404 ("Vendor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to resurface/rehabilitate approximately 1.63 miles of Bay County roads.

The project will consist of removal of existing pavement structure, replacement of base material, installation of pipe culverts and manhole structure, paving, curb and gutter, and stabilization of all disturbed areas.

The Contractor will perform those services in accordance with **Exhibit 1** General Terms and Conditions, **Exhibit 2** Pay Item Notes, **Exhibit 3** Specifications Package, and **Exhibit 4** Bay County construction plans titled "FY25 Annual Resurfacing Phase 1 (Local Roads)" dated November 1, 2024, The Contractor hereby agrees to provide the following services to the County according to ITB 25-27 FY25 Annual Resurfacing Phase 1 – Local Roads, said documents being incorporated into this agreement as if fully set out herein, and the Contractor's response thereto, said documents being attached as **Exhibit 5**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed 120 calendar days. Should the Vendor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$2,667.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the Engineer as being completed. For purposes of time calculation, day one of the project is the calendar day after the date of the Notice to Proceed.

3. Contract Price

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit an invoice for payment to County Public Works Department on a monthly basis for those specific services, as described in this Agreement, ITB 25-27 and the Contractor's proposal cost of \$1,217,910.15, that were satisfactorily completed during that invoicing period.

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in **Exhibit 5**.

4. Payments

Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the County Public Works Department on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) days after the date on which the payment request or invoice is stamped as received. Five percent (5%) retainage shall be held at the discretion of the County.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Vendor's fee, shall be due and payable within 30 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Vendor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Vendor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Vendor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Vendor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors. If there should remain items to be completed, the Vendor and County shall list those items required for completion and the Vendor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Vendor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

Delayed Payments by County - If the County shall fail to pay the Vendor within 20 days after the receipt of an approved payment request from the Vendor, then the Vendor may, upon fourteen (14) additional days advance written notice to the County and the Engineer stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Vendor shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

5. Independent Contractor

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Vendor's Personnel

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the County objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from County premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the County Public Works Dept. Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Vendor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

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 Vendor does not transfer the records to the County.

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

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

12. County Representative

The County Public Works Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Vendor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Vendor shall provide proof of such compliance to the County.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

15. E-Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Vendor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Vendor acknowledges that upon termination of this agreement by the County for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. Scrutinized Companies

Vendor must certify that the company is not participating in a boycott of Israel.

Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor of the County's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to

refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

17. Warranty

The Vendor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins at the date of final payment for the project. The Vendor shall expeditiously repair and remedy any defects in the construction that are discovered within one (1) year, without cost or charge to the County. In the event the Vendor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Vendor's expense or may proceed against the Vendor's Public Construction Bond.

18. Insurance

During the term of this Contract, Vendor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 6** to this Contract and incorporated by reference.

19. Bonds

Vendor will secure and post a Public Construction Bond **Exhibit 7** pursuant to Section 255.05 of Florida Statutes. All such bonds shall be issued by a Surety acceptable to the County. The County will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the Vendor to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

20. Hold Harmless and Indemnification

To the extent provided by law, the Vendor shall indemnify, defend, and hold harmless the County including the County's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Vendor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Vendor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Vendor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Vendor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Vendor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

21. Duty to Pay Defense Costs and Expenses

The Vendor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

22. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Public Works Department
Attn: Scott Chandler
840 W. 11th Street
Panama City, FL 32401

For the Vendor:
C.W. Roberts Contracting, Inc.
Attn: Jeremy Powell
4116 Hwy 231 N.
Panama City, FL 32404

The Vendor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Vendor's notification of address change is sufficient if sent by email or facsimile.

23. Assignment

Vendor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

24. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

25. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

26. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Vendor shall not be construed to waive or limit the full and faithful performance by the Vendor of another of its obligations or of the same obligation in the future.

27. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Vendor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

28. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on

unperformed services or other work, and any payment due to the vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the vendor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the vendor in performing this contract, whether completed or in process.

Failure of the Vendor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Vendor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Vendor of such non-compliance.

29. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

30. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

31. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this _____ day of _____, 2025.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Douglas Moore, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

C.W. ROBERTS CONTRACTING, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2025, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Exhibits:

1. General Terms and Conditions
2. Pay Item Notes
3. Specifications Package
4. Construction Plans
5. Contractor's Response to ITB 25-27
6. Insurance Requirements
7. Public Construction Bond

EXHIBIT 1

GENERAL TERMS AND CONDITIONS

1. Enough detail is given in the bid to describe the item being bid, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this bid if any discrepancy exists.

2. Plans, Drawings, Specifications, Special Provisions and other documents shall be considered a part of the Bid Form whether attached or not.

3. Prospective Bidders must be able to show that they are capable of performing each of the various items of work upon which they bid and that the equipment necessary for the prosecution of the work is available. The Bidder shall be licensed as a Contractor when required by state law. Such license shall be in effect prior to the date and time specified for receipt of bids by the County.

4. Should the bidder to whom the award of contract was made, fail to execute any of the required and acceptable bonds, the award of contract shall be annulled and the Bid Bond posted by the bidder shall be retained by the County, not as penalty, but as liquidated damages. Award will then be given to the bidder selected by the County with a qualified bid.

5. The Work

a. Intent is for the Vendor to provide for construction, completion in every detail of the work, furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the Contract Documents.

b. The County's Designated Representative shall have the right to make alterations in the drawings or specifications as considered necessary or desirable during the progress of the work for satisfactory completion of the work. No alterations shall be made which will result in a substantial change in the general plan, character, or basic scope of the work.

c. Upon completion of the work, before acceptance by the Engineer or Architect of Record and before final payment, the Vendor shall remove all equipment, surplus, discarded materials, rubbish and temporary structures and shall restore, in an acceptable manner, all property, both public and private, damaged during the performance of the work.

d. This contract requires compliance with the "Trench Safety Act" Chapter 553.60-553.64 of Florida Statutes.

6. Control of the Work

a. The County will furnish the Vendor a maximum of three (3) sets of reproducible copies of the drawings and specifications as required for the particular project.

b. At project completion, the Vendor shall furnish, on sheets not larger than 24 inches by 36 inches, as-built drawings of utility lines, stormwater pipes, and structures showing any deviation from the plans and specifications that exceed 0.1 feet in vertical elevation and 1 foot in horizontal location and any change to the type of construction material and size. The as-built drawings shall be signed and sealed by a Florida licensed professional land surveyor or professional engineer.

c. The Vendor shall take no advantage of any apparent error or omission which he might discover in the drawings or specifications. In the event that an error or omission is discovered by the Vendor, he shall, within 24 hours of such discovery, notify the County's Designated Representative who shall then make such corrections and interpretations deemed necessary for reflecting the actual spirit, intent, and scope of the drawings and specifications.

d. The Bay County Public Works Director shall have the final say on all questions, difficulties, and disputes, of whatever nature, which may arise relative to the interpretation of the drawings and specifications.

e. The County Surveyor shall furnish the project bench marks and horizontal and vertical controls.

f. The Vendor shall furnish and set slopes stakes, rough grade stakes and all other stakes necessary for construction of the project.

g. Failure to remove or refusal by the Vendor to remove defective materials or work, or make necessary repairs to damaged work shall be cause for the County's Designated Representative to make the necessary corrections at the expense of the Vendor with such monies being deducted from the contract amount or charged against the bonds.

h. The Vendor shall notify the County's Designated Representative when the project is substantially complete. If the County's Designated Representative determines the project is substantially complete, a "Certificate of Substantial Completion" will be issued by the County.

i. The Vendor shall maintain all work in first-class condition until it has been completed as a whole and accepted by the County's Designated Representative. The Vendor shall be responsible for the security and protection of all materials used in the project until a "Notice of Completion" is issued by the County.

j. Any written claim for compensation due to delays, additional, or extra work shall include the following:

i. for delay claims, provide a critical path schedule showing the delay is due to a controlling item of work and the early start, late start, early finish, late finish and the critical path;

ii. a detailed factual statement providing dates, locations, and items of work affected in each claim;

iii. the date on which actions or conditions resulting in the claim became evident.

iv. all pertinent documents and substance of any material oral communications relating to the claim and the name of the persons making the oral communications;

v. the written claim shall identify the provisions of the contract which support the claim along with a detailed explanation as to why these provisions support the claim;

vi. a detailed breakdown of compensation sought for labor expenses, additional material and supplies, listing of each piece of equipment and cost, any direct damages and any indirect damages and all documentation in support thereof.

vii. equipment rental rates that are based on Blue Book Rental rates.

k. The County will not compensate the Vendor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage.

l. The County expects the Vendor to use forces and equipment on any item of work that can be completed during the delay. The Vendor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Vendor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Vendor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

m. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the vendor to mean the same as "furnish and install", which means the vendor shall provide all materials, equipment and labor to completely install the item shown in the plans or specifications.

7. Material Control

a. Only materials conforming to the requirements and intent of the drawings and specifications will be used and all such materials not specifically identified in the plans and specifications will be approved by the Engineer or Architect of Record prior to use to perform the work. For road and stormwater projects, unless otherwise approved by the Engineer of Record, the County will limit the Vendor's procurement and use of products required by the FDOT Specifications to only those items listed in the Florida Department of Transportation's Qualified Products List (QPL) or Approved Products List (APL). Reference in the contract documents to a proprietary device, product, material or fixture to establish a quality standard is not intended to

limit competition. The Vendor may use any proprietary device, product, material or fixture that in the Engineer of Record's judgment is equal, for the purpose intended.

b. The Vendor shall ensure that County personnel have entry at all times to the construction site in order to inspect and evaluate any or all materials used for performing the work. The County's Designated Representative shall have the right to sample and test any or all materials used in performing the work. Copies of any tests accomplished by the County's Designated Representative will be provided to the Vendor.

c. Materials shall be stored as specified in the contract documents or as per the material manufacturer's recommendations. The protection of stored materials shall be the responsibility of the Vendor and the County shall not be liable for any loss, theft or damage to stored materials.

d. Any materials found to be defective by the Vendor or the County's Designated Representative shall be removed from the work or place of storage at the Vendor's expense and replaced at the Vendor's expense. Failure or refusal by the Vendor to accomplish the removal and replacement of defective materials from the work or place of storage shall be grounds for the County's Designated Representative to do same at the expense of the Vendor and such expense deducted from the contract amount or from the bond.

e. The Vendor shall, at all times during construction, provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations and keep such excavations dry so as to obtain a satisfactory undisturbed sub-grade foundation condition until the fill, structure, or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural elevations.

f. The Vendor shall furnish all materials and equipment and perform all work required to install and maintain the drainage systems for handling groundwater and surface water encountered during construction of structures, pipelines and compacted fills. The Vendor shall obtain FDEP and NWFLWMD permits for all dewatering operations. During dewatering operations all engines shall be equipped in a manner to keep pump noise to a minimum. If dewatering is required after 10:00 PM near residences and business, pump noise shall not create a nuisance to the property owners. The Vendor is solely responsible for any damages to private or public property caused by Vendor's dewatering operations. During dewatering operations, the Vendor shall notify all business and residences within a minimum of 300 feet of the dewatering operations to turn off all irrigation pumps. The 300 foot limit is a minimum, and the Vendor is responsible for any damage to private property, to include, but not limited to loss of plants, burned out pumps, building, pavement, sidewalk or any other structural settlement, etc. that can be attributed to the dewatering operations. The County will assume no liability nor pay for any claims; arising from the Vendor's dewatering operation.

8. Vendor Responsibilities

a. The Vendor shall relieve the County from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Vendor in performing the work.

b. The Vendor shall not permit his equipment to interfere with traffic while such equipment is on or traversing an existing road without coordination with and approval of appropriate officials of the State, County, or City.

c. The Vendor shall be responsible for all damages arising out of his use of explosives when deemed necessary in the performance of the work.

d. The Vendor shall preserve from damage all public and private property along the line of construction and adjacent to the work. If the Vendor fails to restore such property, the County's Designated Representative, upon written notification, as deemed necessary, may proceed to repair the damaged property and the cost deducted from the contract sum.

e. Arrangements for utilities to the site shall be accomplished by the Vendor and in doing same he shall coordinate with the appropriate utilities for the just and proper utilization of any space where construction shall entail the joint use of area under this work and the utility construction.

f. Final acceptance will not be given nor will bond be released unless any and all claims against the Vendor are paid or the Vendor has otherwise been relieved of the claim.

g. Until acceptance of the work by the County's Designated Representative, the work shall be under charge and custody of the Vendor and he shall take every precaution against injury or damage to the work by the action of the elements or from other causes.

9. Prosecution and Progress

a. The Vendor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or subsequent agreements of the contract without written consent of the County.

b. The Vendor shall commence work on or after the Notice to Proceed date and shall provide sufficient resources to insure completion of the work within the time limit set forth. Should the Vendor fail to provide sufficient resources to assure timely progress and if he fails to perform the work within the specified time, the County shall have ground to claim default.

c. The Vendor shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The Vendor shall take special precautions to restrict his major operations in performing the work to what is commonly understood to be "normal" or "standard" working hours. Work performed at other periods requires preapproval from the County's Designated Representative.

d. The Vendor shall maintain reasonable access at all times to all business and private residences and property adjacent to construction area or impacted by the construction.

e. The County's Designated Representative shall make provision for and shall schedule a pre-construction conference with the Vendor and all concerned parties in attendance.

f. The Vendor shall provide a detailed schedule to the County within 5 working days after the date of the preconstruction conference. Adherence to the Vendor's construction schedule is critical to the residents and businesses impacted on the project. The Vendor shall give the County 48 hours notice of schedule changes and shall submit a new and complete changed schedule. The County will not allow any lane closure or paving operations without 48 hours notice. The Vendor shall give the County Inspector 48 hours notice of commencement of all major work items.

g. The Vendor shall assure that all supervisory personnel employed by him are fully qualified and competent to properly perform the work in coordination with other trades at the work and can perform the work within the specified periods of time.

h. The Vendor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Vendor's agent. The superintendent shall be capable of properly interpreting the Contract Documents and shall be thoroughly experienced in the type of work being performed. The superintendent shall have full authority to receive instructions from the County's Designated Representative and to execute the orders or directions of the County's Designated Representative, including promptly supplying any materials, tools, equipment, labor and incidentals that may be required. This superintendent must be at the project site to supervise sub-contractors. The superintendent must speak and understand English.

i. Vendor shall designate a responsible person who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week who is the point of contact during emergencies.

j. The County's Designated Representative shall have the authority to suspend the work, wholly, or in part, for such periods as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performance of the work.

k. The Vendor may be declared in default for non progress, by the County's Designated Representative, when the percentage value of dollar work completed with respect to the total amount of contract is not within twenty (20) percent of the time elapsed versus the total performance period.

l. Vendor may subcontract for work identified in this solicitation. The Vendor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Vendor's workforce shall be responsible for at least 51% of the work performed

and provide an on-site full time job supervisor to manage the day to day job site, and subcontractors. Proposed use of subcontractors should be included in the response to this solicitation.

10. Payments and Acceptance

- a. Payment will not be made until the work invoiced is completed in full. If material or equipment acceptance testing is required, payment will not be made until satisfactory test results as determined by the County's Designated Representative are delivered to the County.
- b. The Vendor shall accept the compensation as provided in the contract as full payment for furnishing all materials and for performing all work contemplated under the contract.
- c. The contract price shall include all labor, equipment, material, tools and incidentals required for completing the work.
- d. Subsoil conditions, if presented, must be interpreted within the limits of investigation and the anticipated normal field variances. Claims for unusual conditions or excessive amounts of fill or excavation over original estimates of the Engineer of Record or Vendor shall not be grounds for extra work clauses or request.
- e. To be paid for all quantities paid by the ton, a County Inspector must verify the delivery and receive a load ticket identifying the truck number, material and quantity of material delivered. The Vendor shall not haul such materials unless the inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.
- f. To be paid for all quantities paid by the truckload, the County must have a truck chart for each truck prior to the truck being used for hauling operations. The Vendor must provide the truck chart to the County Inspector in sufficient time to allow the County to verify all dimensions and volumes shown on the truck chart. A County Inspector must verify the delivery and receive (if available) a load ticket identifying the truck number, material and quantity of material hauled. The Vendor shall not haul such materials unless the Inspector is on-site. If there has been a change in schedule, the County requires 48 hours notice to schedule inspectors.
- g. The County's Designated Representative retains the right to cancel portions or expand the scope of work after a fair and just adjustment is agreed to with the Vendor.
- h. The Vendor will receive partial payment based upon the amount of work completed as determined by the County's Designated Representative, to include stored material. The County will withhold retainage in the amount of 5 percent of the total work completed at the date of the Vendor's invoice. The Vendor may reduce the retainage amount as allowed by Florida Statutes.
- i. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied claims brought against the Vendor for labor or materials.
- j. Any partial payments will be subject to withholding by the County's Designated Representative pending any unsatisfied completion or restoration of any assertion for defective or damaged work or materials.
- k. In the event of dispute regarding amounts due to the Vendor, the County reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Vendor's original records pertaining to the work.
- l. Whenever the work provided for under the contract has been completely performed by the Vendor, and the final inspection and final acceptance has been made, and it is proven to the County's Designated Representative that all claims are satisfied, the final payment, being the difference between the contract amount and summation of all previous payment less any penalties assessed, shall be paid to the Vendor. Upon final payment the Vendor shall provide the County's Designated Representative a statement that he has been paid all monies due and that the work was performed in accordance with the Contract Documents.
- m. The payments of sub-contractors, material, men and suppliers shall comply with Section 255.071 of Florida Statutes.
- n. Within five (5) working days following each payment to the Vendor, the Vendor shall pay respective amounts allowed by the County for all materials, all equipment installed in the work, all

work performed by sub-contractors to the extent of each sub-contractor's interest in the Vendor's amount of payment.

o. On monthly invoices subsequent to the first invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Progress Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Vendor.

p. On the final invoice submitted there shall be a signed "Waiver of Right to Claim Against the Payment Bond (Final Payment)" indicating that invoices for equipment and material supplied and sub-contractors have been paid by the Vendor.

q. Date of final payment shall be the commencement of all warranties and guarantees. If the County reasonably determines that the Vendor has breached any of the warranties provided herein, then the Vendor shall perform the necessary work to comply with its warranties and shall pay to the owner its reasonable costs to investigate and then identify the breach of warranty claim.

EXHIBIT 2 PAY ITEM NOTES

Pay Item Notes: The following pay item notes emphasize parts of FDOT Specifications or modifications to FDOT Specifications by the plans, and/or Special Provisions. Items coded per FDOT 2024 Basis of Estimates.

1. Pay Item 101-1 (Mobilization) lump sum price includes project layout, obtaining and complying with FDEP NPDES construction permit per special provisions section 104, detailed construction schedule, and notifications per special provisions section 102.
2. Pay Item 102-1 (Maintenance of Traffic) lump sum price includes all MOT signs, posts, barricades, connections, installation and removal. Includes maintenance of traffic and detours as required around the construction areas, removal and reinstallation of existing traffic signs, and maintenance of driveways during construction to allow access to property.
3. Pay Item 102-3 (Commercial Materials for Driveways) material shall be processed asphalt concrete millings, and shall be used as directed by the engineer at unsurfaced driveways to complete final transitions from paved apron to existing driveway. Includes installation cost and excavation to provide a smooth transition and shall be neatly placed. The millings should be compacted by using a steel drum roller or vibratory sled tamp.
4. Pay Item 285-703-MISC (Graded Aggregate Base, Base Group 03) unit price includes all labor, material, equipment and incidentals necessary to provide graded aggregate base (GAB) or crushed concrete, consisting of granitic material (minimum LBR 100). All other base material options, including limerock or dolomite, will not be accepted.
5. Pay Item 334-1-12 (Superpave Asphaltic Concrete, Traffic B, SP-9.5 or SP-12.5) unit price includes bituminous prime coat material and installation. Includes sweeping and removing existing loose aggregate. Includes constructing paved aprons at intersecting roads and driveways per the detail in the plans. Compact in static rolling mode only.
6. Pay Item 430-175-115 (Pipe Culvert, RCP, Other Shape – Elip.Arch, 18"/24"36" S/CD) unit price includes all labor, material, equipment, and incidentals necessary to install one linear foot of pipe to include but not limited to any embankment and excavation required, select bedding material (per requirements shown in pipe replacement detail, sheet 17), concrete collar, dewatering, de-mucking or shoring as necessary for installation of the pipe. Pipe material shall be as specified in the plans. Includes video inspection of the pipe per Special Provisions Section 430. To include removal of existing pipe.

7. Pay Item 570-1-2 (Performance Turf) unit price includes all labor, material, equipment, and incidentals necessary to install one square yard of sod in accordance with the Special Provisions Section 104, which includes but not limited to lime, fertilizer, water and any incidentals for a healthy stand of grass. Includes furnishing and installing pins as necessary for lapping sod.
8. Pay Item Misc. 1 (Shoulder Work) unit price includes all labor, equipment, and materials (except sod) to perform shoulder work per the shoulder work detail in the plans. Includes removal of excess material. Includes removal of concrete driveways from roadway as necessary.
9. Pay Item Misc. 2 (Modified Drop Curb) unit price includes all labor, equipment and materials to install the drop curb as shown in Pavement Detail "3" per the plans.
10. Pay Item Misc. 3 (Special Driveway Adjustment) unit price includes all equipment, labor, and materials to adjust brick paver driveways per the Adjust Brick Paver Driveway Detail in the plans. Includes excavation as necessary, and furnishing and installing granular base material and sand bedding material. Includes adjusting existing concrete collars around brick pavers where applicable.
11. Pay Item Misc. 4 (Removal of Homemade Curbing) unit price includes all labor, equipment, materials, and incidentals to carefully remove privately owned material that was used to create curbing. Contractor to coordinate removal with property owner.



EXHIBIT 3
SPECIFICATIONS PACKAGE

The FY 2024-25 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature
and Seal: _____

Date: _____

Engineer of Record: MARC H. MACLEAN, P.E.

Fla. License No.: 78628

Firm: BAY COUNTY PUBLIC WORKS DEPARTMENT

840 WEST 11TH STREET

PANAMA CITY, FLORIDA 32401

Certificate of Authorization:

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SPECIAL PROVISIONS

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The County uses the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" as the governing specification for County roads and stormwater projects. This special provision contains specific clauses adopted by the Bay County Board of County Commissioners that add to or revise the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or supplement specifications, setting forth conditions varying from or additional to the Standard Specifications and are applicable to Bay County Public Works road and storm water construction projects.

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2024-25 Edition, Division II shall be the governing specifications for all contract pay items unless the pay items are modified by pay item notes or special provisions. Division I of the FDOT specifications shall be used for prosecution and progress of the contract except where modified by the County's general conditions or special provisions. Sections 2, 3, 4, 5, 8-1, 9-2.1.1 and 9-2.1.2 of the FDOT specifications are specifically excluded from this project. For purposes of liquidated damages, the contract time shall be calculated in accordance with Section 8-7 of the FDOT specifications with the exception that no work shall be allowed on Saturdays or Sundays.

1. The governing order of project documents is:
 - a. General Terms and Conditions
 - b. Bay County Special Provision for the Adaptation and Use of the FDOT Specifications
 - c. Bid Form Pay Item Notes
 - d. Plans
 - e. FDOT Design Standards
 - f. Project Specific Specifications
 - g. FDOT Standard Specifications for Road and Bridge Construction
 - h. When discrepancies exist between any of the above the Bay County Public Works Director or his designated representative shall determine the proper course of action for the Contractor.

2. The hours of work shall be 7:00 A.M. until 30 minutes prior to sundown Monday through Friday. No work is to be done in the period from December 24th through the following January 1st. These days off will be added to the contract time, but no additional compensation for delays will be allowed. No work shall be done on the Friday immediately preceding Memorial Day, or Labor Day. Contract time will be charged during holiday and weekend periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods or weekend periods.

3. Contract Time - The number of calendar days allowed by the County for the substantial completion of the Contract. The contract substantial completion date is computed by adding the number of days authorized by the Form of Agreement to the Notice to Proceed date.
4. Notice to Proceed – Written communication issued by the County to the Contractor authorizing them to proceed with the work and establishing the date for commencement of the work. For purposes of calculating liquidated damages, the Notice to Proceed date will be considered day zero.
5. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the county can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the County's Designated Representative. The Contractor will not be charged liquidated damages for any days on or after the substantial completion date, but retainage will be withheld until all punchlist items are completed.
6. Whenever unanticipated work not covered by the drawing or specifications is found and is considered essential to satisfactorily completion of the work within intended scope, the Contractor shall notify the County's Designated Representative immediately.
7. The County may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. Rights are reserved to purchase additional quantities at bid price.
8. When the Contractor deems that extra compensation is due for work not covered in the contract the Contractor shall immediately verbally notify the County's Designated Representative and follow-up with a written claim within twenty (20) calendar days of the date of the event that gave rise to the claim. The county will not consider any claim when the notice given by the Contractor is over 20 calendar days past the date of the event giving rise to the claim and the Contractor shall waive the claim for compensation. The contractor shall not commence any work claim until they have received written approval from the county to do such work.
9. The Contractor must submit in writing to the County Engineer any claims for compensations due to delays. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five

work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

10. The Contractor fully warrants all workmanship and material, in the performance of his obligation under this contract, for a period of one (1) year after completion of the work described in this Contract. The warranty period begins at the date of final payment for the project. The Contractor shall forthwith repair or remedy any defects in the construction done by him, discovered within one (1) year, without cost or change to the Owner. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the correction of the defect, then the Owner may have the work done at the Contractor's expense or may proceed against the surety bond.
11. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.
12. The County will not make payment on any invoices until the schedule and if applicable, the schedule of values is received and approved by the County.
13. An invoice must be submitted even if no work was performed during that month.
14. All submittals shall be submitted to the County for staff review no later than 10 work days prior to the products use on the project.
15. The Contractor's project manager shall provide written documentation on elevations of curbing, inlet box inverts and grate elevations, pipe inverts, final milling and base profiles and cross slopes and any other critical elevations and slopes as directed by the County, all prior to covering up the work and done as the work progresses.

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

ARTICLE 1-3 has the terms Department, Engineer and Holidays deleted and the following substituted:

Department.

Bay County.

Engineer.

The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

Holidays.

County Holidays – New Years Day, Martin Luther Kings Birthday, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Holidays that fall on a Saturday will normally be observed on the preceding Friday and holidays that fall on Sunday will normally be observed on the following Monday.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.

7-29 E-Verify.

The Contractor 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

FDOT Specifications Division II – Construction Details

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.
2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.
3. Lane closure restrictions are:
From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure.
At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.

4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.
5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.
2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.
3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.
4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.
5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In

urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda ²		90		20
Hulled Bermuda ²	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.
7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).
8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
 - a. An FDOT approved asphaltic concrete production plant.
 - b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.
2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.
3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site

in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1. The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.
2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.
3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2024-25 Specification.
2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.

3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts such operations cannot be completed prior to sundown, approval must be obtained from the County.
4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.
5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.
6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.
7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.
2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.
2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.
3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.
4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, "in-the-dry" is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

312 BITUMINOUS CRACK RELIEF LAYER.

SECTION 312 BITUMINOUS CRACK RELIEF LAYER

312-1 Description.

Construct a crack relief layer composed of a separate application of bituminous material covered with a single application of aggregate.

312-2 Composition and Proportioning.

Use the composition and proportioning for the crack relief layer as shown in the table below. The range of bituminous material and cover material are approximate. The Engineer may increase or decrease the range.

NON SI UNITS			
Proportions For Crack Relief Layer			
		Bituminous Material gal/yd ²	
Aggregate Grade	Cover Material ft ³ /yd ²	Asphalt Cement	Emulsified Asphalt
67	0.32 - 0.38	0.20 - 0.30	0.29 - 0.43

SI UNITS			
Proportions For Crack Relief Layer			
		Bituminous Material L/m ²	
Aggregate Grade	Cover Material m ³ /m ²	Asphalt Cement	Emulsified Asphalt
67	0.011 - 0.013	0.9 - 1.4	1.3 - 1.9

312-3 Materials.

Meet the following requirements:

- (1) Bituminous Material:
Emulsified Asphalt.....2016 FDOT Standard Specification 916-3
- (2) Cover Material:
Stone, Slag, or Crushed Gravel...2016 FDOT Standard Specification 901

312-4 Equipment.

312-4.1 Pressure Distributor: Provide a pressure distributor that meets the requirements of 300-3.1.

312-4.2 Spreading Equipment: Provide sufficient trucks and aggregate spreaders at the site of the work to ensure continuous spreading of the aggregate on the uncovered bituminous material. Use a spreader of the mechanical type that is self-supported (towed) or self-propelled and is capable of producing a smooth, uniform distribution of the cover material. Do not use spreaders of the type attached directly to the rear of the truck body (tail gate spreaders).

312-4.3 Rollers: Provide pneumatic-tired traffic type rollers equipped with at least seven smooth-tread, low-pressure tires and capable of carrying a gross load of at least 8 tons [7 metric tons]. Maintain the inflation of the tires such that in no two tires the air pressure varies more than 5 psi [35 kPa]. Load the traffic roller as directed by the Engineer.

312-5 Limitations to Width of Application.

Confine the application of bituminous and cover material to one lane at a time, leaving all additional lanes open to traffic.

312-6 Preparation of Road Surface.

312-6.1 Cleaning: Sweep the surface to be covered clean and free of sand, dirt, dust, and other deleterious material by means of mechanical rotary sweepers or other approved methods, and keep the surface free from moisture.

312-6.2 Condition of Underlying Surface: Do not construct the crack relief layer over any loose or unstable pavement that results in excessive penetration of the cover material during the rolling operations.

312-7 Protection of Adjacent Surface.

Where constructing a crack relief layer adjacent to curb and gutter, valley gutter, or any other concrete surface, cover the concrete surfaces with heavy paper or other protection approved by the Engineer during application of bituminous material. Immediately remove any bituminous material deposited on such concrete surfaces.

312-8 Weather Limitations.

Do not apply bituminous material when the air temperature in the shade and away from artificial heat is less than 45°F [4°C] or when weather conditions or the surface conditions are otherwise unfavorable.

312-9 Application of Bituminous Material.

312-9.1 Distributor Pressure: After cleaning the surface to be treated to the satisfaction of the Engineer, uniformly spray the bituminous material over the surface by means of a pressure distributor. Use a distributor that maintains a consistent pressure of at least 20 psi [135 kPa], but not more than 75 psi [520 kPa].

312-9.2 Application Temperatures: For emulsified asphalt, maintain an application temperature between 140 and 180°F [60 and 82°C].

312-9.3 Uniformity of Distribution: Adjust and operate the distributor to maintain an even and uniform distribution of the bituminous material. Immediately remove excessive deposits of bituminous material upon the road surface caused by stopping or starting the distributor, by leakage, or otherwise.

312-9.4 Limitations to Application: Ensure that the area to be covered by any one application of bituminous material is no greater than the aggregate can cover without interruption due to limitations of hauling and spreading equipment or to any other cause.

312-10 Spreading Cover Material.

312-10.1 Spreading: Spread the cover material immediately following the application of bituminous material. Uniformly distribute the cover material over the bituminous surface in one course. Do not drive trucks, spreaders, or other vehicles on the uncovered bituminous material.

312-10.2 Brooming and Dressing: Immediately after applying the cover material, broom the surface in order to secure a uniform distribution of cover material and a smooth surface. Place additional aggregate by hand on any areas not properly covered. If deemed necessary by the Engineer, drag the surface with a light drag broom or other dragging equipment approved by the Engineer, of a type that will not disturb the embedded aggregate. Supplement this operation by additional hand brooming until obtaining a smooth and even surface. Repeat the dragging and brooming, in conjunction with the rolling, for as long as required to ensure a uniform surface.

312-11 Rolling.

Immediately after the spreading and dragging of cover material, roll the entire surface. Begin rolling at the edge of pavement, and progress toward the centerline, uniformly lapping each preceding pass and thoroughly covering the entire surface. During rolling, perform additional dragging and hand brooming as specified in 312-10.2.

312-12 Surface Requirements.

Remove all joints or portions of the completed surface that are defective, not properly finished, or not in conformance with these Specifications, and replace them with a satisfactory surface. The Department will not pay for the defective work and its removal.

312-13 Covering Crack Relief Layer.

Cover the crack relief layer with an asphalt concrete layer prior to opening it to traffic.

312-14 Method of Measurement.

312-14.1 Bituminous Material: The quantity to be paid for will be the volume, in gallons [liters], applied on the road and accepted, determined as provided in 2016 FDOT Standards Specifications 300-9.

312-14.2 Cover Material: The quantity to be paid for will be the area, in square yards [square meters], applied on the road and accepted, determined by surface area.

312-15 Basis of Payment.

312-15.1 Bituminous Material: Price and payment will be full compensation for furnishing all the materials and for heating, hauling, and applying.

312-15.2 Cover Material: Price and payment will be full compensation for all the work described in this Section, except for the work paid for under the item of Bituminous Material.

312-15.3 Payment Items: Payment will be made under:

Item No. Misc. 1- Bituminous Material - per gallon.

Item No. Misc. 2- Cover Material for Crack Relief Layer - per square yard.

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component

blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.
(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1 Superpave Traffic Levels	
Traffic Level	Traffic Level (1x10 ⁶ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders,

parallel parking lanes or ramps. Do not perform density testing for acceptance in situations where the areas requiring density testing is less than 50 tons within a subplot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

916 BITUMINOUS MATERIALS.
(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916
BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the

requirements of this section. In lieu of submitting test results from an independent laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5°C for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67°C.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.

5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a dispersing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.

2. The GTR shall meet the requirements of Section 919.
3. Polymer modification is optional for PG 76-22 (ARB).
4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf>

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR ($G/\sin \delta$ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report
Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450°F
Rotational Viscosity, AASHTO T 316-13	275°F	Maximum 3 Pa·s ^(a)
Dynamic Shear Rheometer ^(b) , AASHTO T 315-12	$G^*/\sin \delta$	Minimum 1.00 kPa
	Phase Angle, $\delta^{(c)}$ PG 76-22 (PMA) and PG 76-22 (ARB) ^(d) PG 82-22 (PMA)	Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	Maximum 15°F (PG 76-22 (ARB) only)
Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr, 3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	"S" = 4.50kPa ⁻¹ max
Multiple Stress Creep Recovery, $J_{nr, 3.2}^{(d, e, f)}$ AASHTO M 332-14	67°C (Modified binders only)	"V" = 1.0 kPa ⁻¹ max "E" = 0.5 kPa ⁻¹ max Maximum $J_{nr, diff} = 75\%$
Multiple Stress Creep Recovery, %Recovery ^(d, e) AASHTO M 332-14	67°C (Modified binders only)	% $R_{3.2} \geq 29.37$ $(J_{nr, 3.2})^{-0.2633}$
Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^* \sin \delta$, 10 rad/sec.	Maximum 5000 kPa ^(f, g)
Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300

- (a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.
- (b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.
- (c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.
- (d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)
- (e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.
- (f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.
- (g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf>

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low-temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

BAY COUNTY SPECIFICATION for OPEN GRADED ASPHALTIC CONCRETE

1.1 For all paving contracts, the asphaltic concrete supplier shall allow County personnel to inspect the asphalt production plant, and to monitor the production of open graded asphalt concrete runs. During mix placement, the County will take samples of the mix from the trucks either at the Contractor's plant or the job site, and run extraction and gradation tests on the samples. The Contractor shall provide a safe platform for taking the samples. The County will accept the mixture on the basis of visual inspection of the mix placed in the roadway, the Contractor's compliance with the design rolling procedure, and the results of the extraction test. The extraction test results shall be used by the Contractor to make immediate corrections to the production process as necessary. Any open grade mix deemed unacceptable by the County Engineer shall be removed and replaced by the Contractor at Contractor's expense.

1.2 Mix Design Requirements:

MIX TYPE: **S-1 Open Graded Hot Mix (OGHM) Asphaltic Concrete**

MATERIAL: S-1 Stone, Vulcan Materials – Code 52

SOURCE: Aggregate Pit AL-131 Calera, Alabama

SIEVE SIZE	PERCENT PASSING	QUALITY CONTROL RANGE
1"	100	NA
3/4"	100	93 - 100
1/2"	91	84 - 98
3/8"	77	70 - 84
#4	28	21 - 35
#10	6	0.5 - 11.5
#40	4	0 - 8.5
#80	3	0 - 6
#200	2	0 - 4

MIXTURE ANALYSIS:

Percent Asphalt: 3.5 (+/- 0.25%) percent (PG 67-22)

Percent Air Voids: 8.8; Range 8.0 – 15.0 Percent

Bulk Specific Gravity Mix: 2.364 / Maximum Specific Gravity Mix: 2.647

Mixing Temperature Range: 160 – 250 Degrees F.

Recommended Compaction Temperature Range: 120 – 150 Degrees F.

Alternative binder as specified in plans: 3.5 (+/- 0.25%) percent PG 76-22

ADDITIVES TO LIQUID ASPHALT:

Asphalt Additives

- Silicone (per FDOT Specifications) {25cc/5000gals}
- Anti-Stripping Agent (per FDOT Specifications) {0.5 Percent}

LAY-DOWN OPERATIONS:

Recommended: 1 – 2 passes with maximum 30% overlap

Note: Excessive Rolling at high temperature may fracture surficial aggregate and cause premature raveling.

MIX TYPE: **#89 Open Graded Hot Mix (OGHM) Asphaltic Concrete**

MATERIAL: **#89 Stone**

SIEVE SIZE	PERCENT PASSING	QUALITY CONTROL RANGE
1"	100	NA
3/4"	100	NA
1/2"	100	95 - 100
3/8"	99	95 - 100
#4	45	38 - 52
#10	10	3 - 17
#40	3	0 - 8
#80	2	0 - 7
#200	2	0 - 5

MIXTURE ANALYSIS:

Percent Asphalt: 3.5 (+/- 0.25%) percent (PG 67-22)

Percent Air Voids: 12.4; Range 12.0 – 18.0 Percent

Bulk Specific Gravity Mix: 2.285 / Maximum Specific Gravity Mix: 2.645

Mixing Temperature Range: 160 – 250 Degrees F.

Recommended Compaction Temperature Range: 120 – 150 Degrees F.

Alternative binder as specified in plans: 3.5 (+/- 0.25%) percent PG 76-22

ADDITIVES TO LIQUID ASPHALT:

Asphalt Additives

- Silicone (per FDOT Specifications) {25cc/5000gals}
- Anti-Stripping Agent (per FDOT Specifications) {0.5 Percent}

LAY-DOWN OPERATIONS:

Recommended: 1 – 2 passes with maximum 30% overlap

Note: Excessive Rolling at high temperature may fracture surficial aggregate and cause premature raveling.

1.3 During construction, the Contractor shall not deviate from the approved job mix formula, rolling procedures or placement temperatures without prior written approval from the County Engineer.

1.4 The Contractor shall provide a one-year warranty of the open grade mix surface. The Contractor shall remove and replace any open grade mix that undergoes medium to high severity raveling, and develops potholes or medium severity rutting at any time during 12 months after placement.

1.5 Paving operations shall be continuous, and any lengthy delay will be cause for a transverse joint to be formed. The joint shall be constructed so that it can be cleanly removed when paving resumes.

1.6 Open grade mix shall not be produced for placement on the roadway unless the air temperature is 50 degrees Fahrenheit and rising. Additionally, for placement over base courses, no mix shall be placed on the base course unless the temperature of the base course is at least 45 degrees Fahrenheit.

1.7 Immediately upon completion of paving the Contractor shall remove all excess asphalt deposited along shoulders or gutters, as applicable. All shoulders raked smooth to produce a smooth transition following rolling and compaction of the pavement.

STRUCTURAL STANDARD APERTURE GEOGRID

1. DESCRIPTION

- A. The geogrid shall be composed of a single layer and integrally formed with triangular apertures and high-profile ribs exhibiting significant dimensional stability through all ribs and junctions of the geogrid structure. The geogrid shall maintain its reinforcement and aggregate confinement capabilities under repeated dynamic loads while in service. The geogrid shall also be resistant to ultraviolet degradation, damage under normal construction practices and all forms of biological and chemical degradation normally encountered in road construction. Geogrid layers shall be placed as directed by the Engineer. The geogrid should be sized appropriately to interlock with dense graded aggregate.

2. PERFORMANCE CRITERIA

- A. The design of the pavement shall be in accordance with the *1993 American Association of State Highway and Transportation Officials (AASHTO) Guide for Design of Pavement Structures* and *R50-09 Standard Practice for Geosynthetic Reinforcement of Aggregate Base Course of Flexible Pavement Structures*. Consistency and compatibility to these methods must be verified in writing by independent professional engineers in the field of pavement engineering.
- B. The mechanically stabilized layer shall be incorporated into the pavement design by using modified layer coefficients. Modified layer coefficients shall be calibrated and validated with the results of full-scale laboratory, field and/or accelerated pavement testing where actual geogrids are tested in-soil and in representative conditions.
- C. The design of the pavement shall be based on the following parameters:
 - (1) Subgrade Resilient Modulus 3,000 psi
 - (2) Serviceability Loss 1.7
 - (3) Reliability 90 %
 - (4) Standard Deviation 0.45
 - (5) Design traffic = 840,000 Equivalent Single Axle Loads (ESALs)

3. SUBMITTALS

- A. Submit representative geogrid product sample.
- B. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets the requirements of Part 3 of this section
- C. Submit Manufacturer's installation instructions and general recommendations.

4. MATERIALS

- A. The geogrid shall be integrally formed through punching and drawing of extruded sheets of polypropylene. The geogrid shall be oriented in three substantially equilateral directions, so the resulting ribs have a high degree of molecular orientation which continues at least in part through the mass of the integral node.
- B. The resulting geogrid structure shall have apertures that are triangular in shape and shall have ribs with depth-to-width ratios greater than 1.0.
- C. The geogrid shall have typical characteristics shown in the table below and shall be certified in writing by the manufacturer to meet these characteristics.

Properties ⁽¹⁾ ,	Longitudinal / Transverse	Diagonal	General
Rib Pitch ⁽²⁾ , mm (in)	40 (1.60)	40 (1.60)	
Mid-rib depth ⁽²⁾ , mm (in)	1.6 (0.06)	2.0 (0.08)	
Mid-rib width ⁽²⁾ , mm (in)	1.3 (0.05)	1.0 (0.04)	
Rib shape			rectangular
Aperture shape			triangular

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02.

2. Nominal dimensions.

D. Submittals. Submit geogrid product data sheet and certification from the Manufacturer that the geogrid product supplied meets all of the requirements of Section C. A minimum of one material sample may be selected at random from the material delivered and tested for compliance with the requirements of Section C. Each sample size required shall be a minimum of three (3) feet wide with a one (1) square yard minimum area.

E. Alternate Geogrid Materials. Alternate geogrid materials may be considered if they meet or exceed the design criteria of the project. Such materials must be pre-approved in writing by the Engineer. For alternate geogrid materials not meeting all the requirements of Section C, alternate material packages must be submitted meeting or exceeding the design criteria of the project to the Engineer a minimum of 14 days prior to the bid date, and must include, as a minimum, the following:

- (1) Performance calibration tests of alternate geogrid material based on accelerated pavement testing (APT).

APT shall be performed at an APT facility accredited by NCHRP for geogrid testing. APT shall be conducted in accordance with NCHRP 512 and Synthesis 325 and must be evaluated with standard highway moving wheel loads. Geogrid reinforced sections must be compared to a control section. Test results of the geogrid section must demonstrate a minimum of 100,000 equivalent single axle loads at less than ½" of rutting and must be continued beyond the failure criterion. The rutting performance of the sections must be assessed by trenching. Pavement testing must take place over both soft (CBR <4%) and firm (CBR >5%) subgrade conditions.

- (2) Results from ten or more in-situ automated plate load tests conducted, in compliance with AASHTO T221-90 (2012), on geogrid stabilized aggregate base, where the results confirmed that the structural requirements of the pavement foundation were achieved for the product being recommended. At a minimum, two of the tests must show results for 10,000 cycles and demonstrate near-linear elastic behavior.

- (3) Independent review and verification from a third-party expert of supporting research, data, design assumptions and analyses. This will include: calibration and validation research, data normalization, product performance, design methodology and design calculations, and verification of product-specific design boundary conditions. This validation must state that the design method used by the manufacturer of the product is compatible with the *AASHTO R50-09 Standard Practice for Geosynthetic Reinforcement of Aggregate Base Course of Flexible Pavement Structures* and the *1993 AASHTO Guide for Design of Pavement Structures*.
- (4) An alternate design signed and sealed by a professional engineer registered to practice in the state that the project is located that incorporates the performance benefits of the submitted geogrid in full-scale accelerated pavement testing (APT), based on the site-specific conditions of the project.
- (5) A sample of the alternate geogrid material and certified specification sheets. Recommended installation instructions and additional information as requested by the Engineer to fully evaluate the application.
- (6) In-air index testing of geogrid properties, or explanations of performance based on in-air index testing of geogrid properties are not sufficient to understand the complex mechanisms involved in soil/geogrid interaction and/or the performance of MSL's. Therefore, no acceptance of alternates based on material property comparisons or explanations of performance based on in-air testing of geogrid properties will be allowed.

4. DELIVERY, STORAGE AND HANDLING

A. Storage and Protection

- (1) Prevent excessive mud, wet concrete, epoxy or other deleterious materials from coming in contact with and affixing to the geogrid materials
- (2) Store at temperatures above -20 degrees F (-29 degrees C).
- (3) Rolled materials may be laid flat or stood on end.
- (4) Geogrid materials should not be left directly exposed to sunlight for more than 6 months or as recommended by the manufacturer.

B. Examination

- (1) The Contractor shall check the geogrid upon delivery to verify the proper material has been received. The geogrid shall be inspected by the Contractor to be free of flaws or damage occurring during manufacturing, shipping or handling.

5. EXECUTION

A. Preparation

- (1) The subgrade soil shall be prepared as indicated on the construction drawings or as directed by the Engineer.

B. Installation

- (1) The geogrid shall be installed at the proper elevation and alignment as shown on the construction drawings.
- (2) The geogrid shall be installed in accordance with these plans and specifications and any installation guidelines provided by the manufacturer or as directed by the Engineer.
- (3) The geogrid may be temporarily secured in place with ties, staples, pins, sandbags or backfill as directed by the Engineer.
- (4) Aggregate shall be placed and compacted in accordance with the local Department of Transportation standards. Aggregate shall be placed, spread and compacted in such a manner that minimizes the development of wrinkles in the geogrid and/or movement of the geogrid.
- (5) A minimum loose aggregate thickness of 6 inches is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the aggregate base material and damaging the geogrid. When underlying subgrade is trafficable with minimal rutting, rubber-tired equipment may pass directly over the geogrid reinforcement at slow speeds (less than 5 mph). Sudden braking and sharp turning movements shall be avoided.

C. Inspection and Repair

- (1) The Owner or Owner's representative may randomly inspect geogrid before, during and after (using test pits) installation.
- (2) Any damaged or defective geogrid (i.e. frayed coating, separated junctions, separated layers, tears, etc.) will be repaired by removal of affected area and patching using new material with a minimum 3-foot overlap beyond the limits of the affected area.
- (3) Any roll of geogrid damaged before, during and after installation shall be replaced by the Contractor at no additional cost to the Owner.

6. MEASUREMENT AND PAYMENT

This work will be measured and paid for by the square yard, completed in place. No allowance will be made for overlap, splices or material cut off or wasted. Different manufacturer's overlap and splicing requirements for the intended application may vary. Payment for STRUCTURAL STANDARD APERTURE GEOGRID will include furnishing the material, labor, and equipment required to furnish, place and anchor the geogrid, and any hand work necessary to establish grades, make geogrid splices, and repairs to protective coatings.

PAY ITEM

PAY UNIT

STRUCTURAL STANDARD APERTURE GEOGRIDSquare Yard

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 4
CONSTRUCTION PLANS



BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

CONTRACT PLANS

FY 25 ANNUAL RESURFACING - PHASE 1
(LOCAL ROADS)

INDEX OF PLANS

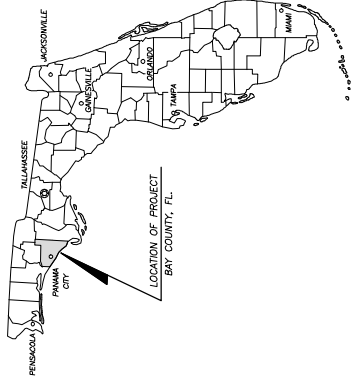
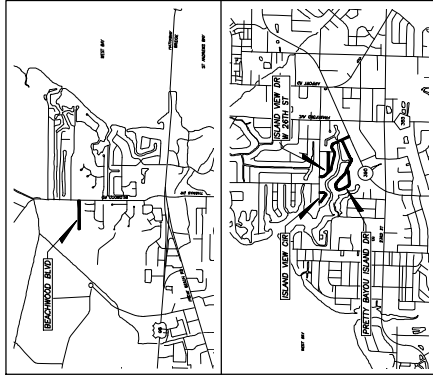
SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS, PAY ITEM NOTES AND SUMMARY OF PAY ITEMS PER ROAD
3	GENERAL NOTES
4-6	TYPICAL SECTIONS
7	ROADWAY PLANS
8	PLAN AND PROFILE (PRETTY BAYOU ISLAND DR)
9-10	CROSS SECTIONS (PRETTY BAYOU ISLAND DR)
11-12	PLAN AND PROFILE (BEACHWOOD BLVD)
13-16	CROSS SECTIONS (BEACHWOOD BLVD)
17-18	DETAILS
19	TRAFFIC CONTROL PLAN

GOVERNING STANDARD PLANS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2014-2025 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, PART 1000, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND ASSOCIATED ITS ARE AVAILABLE AT THE FOLLOWING WEBSITE:
<http://www.fdot.state.fl.us/programs/management/management/specs000a>

GOVERNING STANDARD SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2024-2025 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CAN BE FOUND AT THE FOLLOWING WEBSITE:
<http://www.fdot.state.fl.us/programs/management/management/specs000a>

GOVERNING DESIGN STANDARDS:
MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION, AND MAINTENANCE FOR STREETS AND HIGHWAYS (COMMONLY REFERRED TO AS THE "FLORIDA GREEN BOOK" CAN BE FOUND AT THE FOLLOWING WEBSITE:
<http://www.fdot.state.fl.us/programs/management/management/specs000a>

AS AMENDED BY CONTRACT DOCUMENTS, PAY ITEM NOTES PRESENT MODIFICATIONS TO FOOT SPECIFICATIONS.



7655 FY 25 ANNUAL RESURFACING ~ PHASE 1 - LOCAL ROADS

BOARD OF COUNTY COMMISSIONERS

COMMISSIONER	DANIEL RAFFIELD	DISTRICT	1
COMMISSIONER	ROBERT CARROLL	DISTRICT	2
COMMISSIONER	DOUG CROSBY	DISTRICT	3
CHAIRMAN	DOUGLAS MOORE	DISTRICT	4
VICE CHAIRMAN	CLAIR PEASE	DISTRICT	5

PLANS PREPARED BY:
BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
1000 N. GULF BLVD., SUITE 100
PANAMA CITY, FL 32401
PHONE: (850) 248-5301

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
1000 N. GULF BLVD., SUITE 100
PANAMA CITY, FL 32401
PHONE: (850) 248-5301

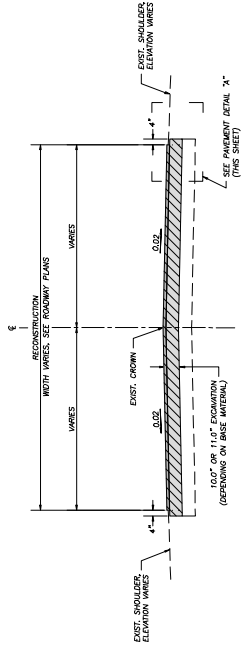
FY 25 ANNUAL RESURFACING
PHASE 1
(LOCAL ROADS)

KEY SHEET

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AS SHOWN	MM/MT	MM/MT	NO. 1	7655
N/A	MM	MM	OF 19	2655

#	DATE	APPROVED BY	SEAL	PROVISION
1	12/15/25	MM		
2				
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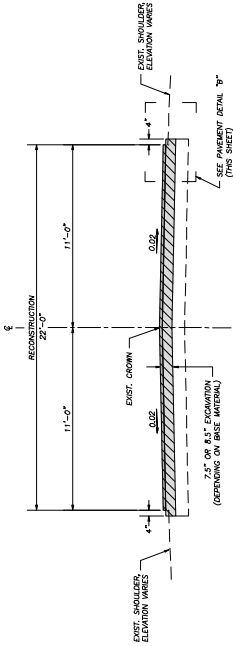
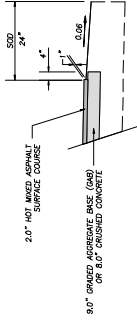
12 of 14



TYPICAL SECTION "A"

TYPICAL SECTION "A" ROADWAYS	WIDTH (FT)	LENGTH (FT)	AREA (SF)	SHEET #
ISLAND VIEW DRIVE	21/22	2,309	52,807	7

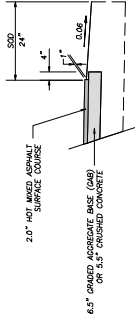
PAVEMENT DETAIL "A"




TYPICAL SECTION "B"

TYPICAL SECTION "B" ROADWAYS	WIDTH (FT)	LENGTH (FT)	AREA (SF)	SHEET #
ISLAND VIEW DRIVE	22	715	16,000	7
W 20TH STREET	22	813	18,207	7

PAVEMENT DETAIL "B"





BAY COUNTY

BAY COUNTY PUBLIC WORKS DEPARTMENT

800 W. 110 STREET

PO BOX 10000

DADE CITY, FL 34504

PHONE: (850) 248-5300

FY 25 ANNUAL RESURFACING PHASE 1 (LOCAL ROADS)

SCALE: NTS

DESIGNED BY: JAW

BOOK: N/A

PROJECT # 7655

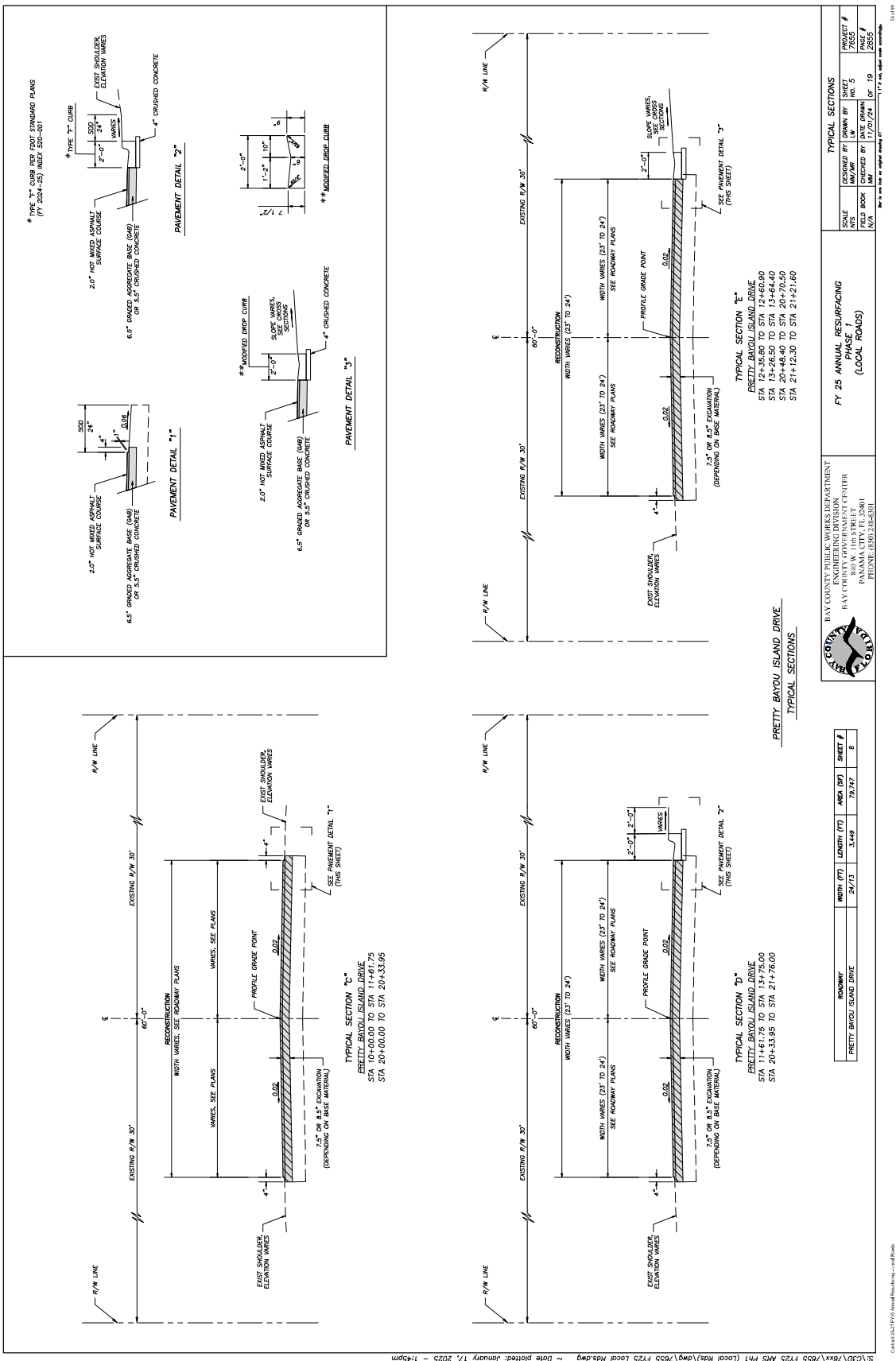
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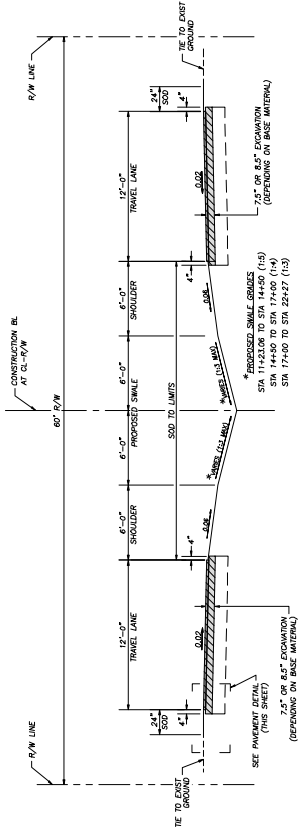
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SHEET NO. 19 OF 19

1 of 2 sheets

1 of 2 sheets

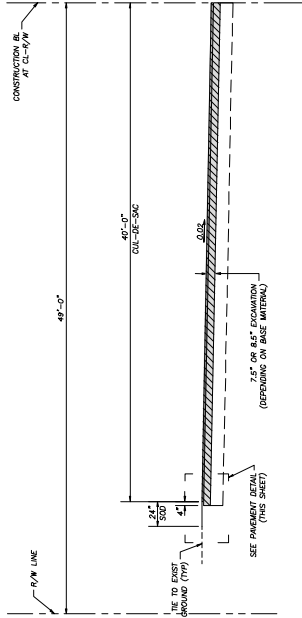




TYPICAL SECTION "6"

BEACHWOOD BOULEVARD

STA 11+23.06 TO STA 14+50 (1+3)
STA 14+50 TO STA 17+50 (1+3)
STA 17+50 TO STA 22+51.86 (1+5)

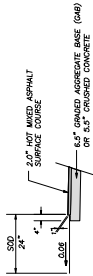


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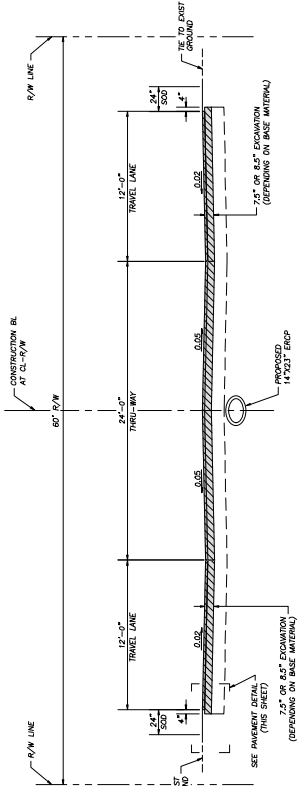
(HALF TYPICAL SECTION)

BEACHWOOD BOULEVARD

STA 10+47.84 TO STA 11+23.06



PAVEMENT DETAIL



TYPICAL SECTION "8"

BEACHWOOD BOULEVARD

STA 15+08.82 TO STA 15+30.79

STA 18+82.59 TO STA 19+06.59

BEACHWOOD BOULEVARD

TYPICAL SECTIONS

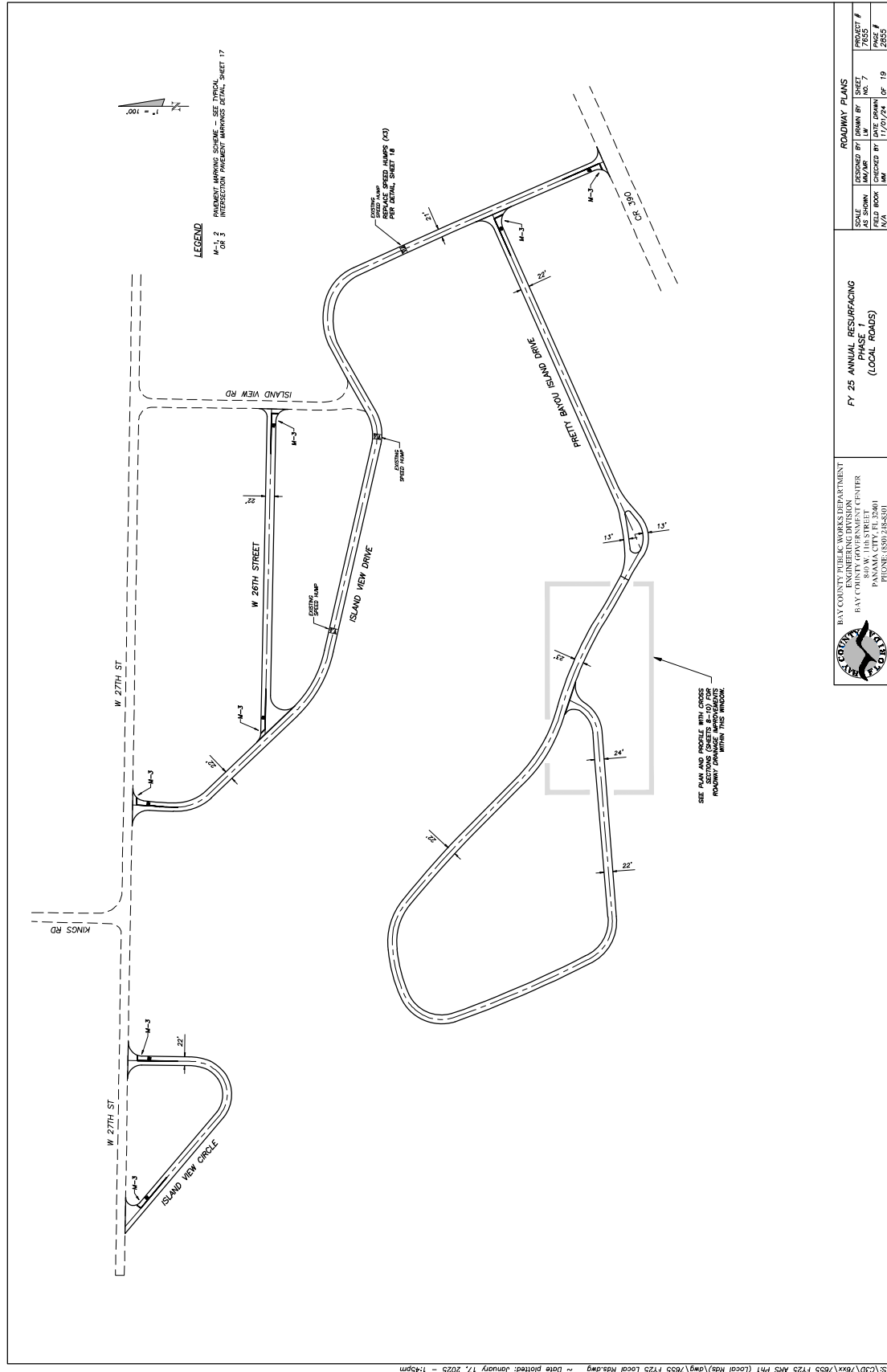
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BEACHWOOD BOULEVARD				

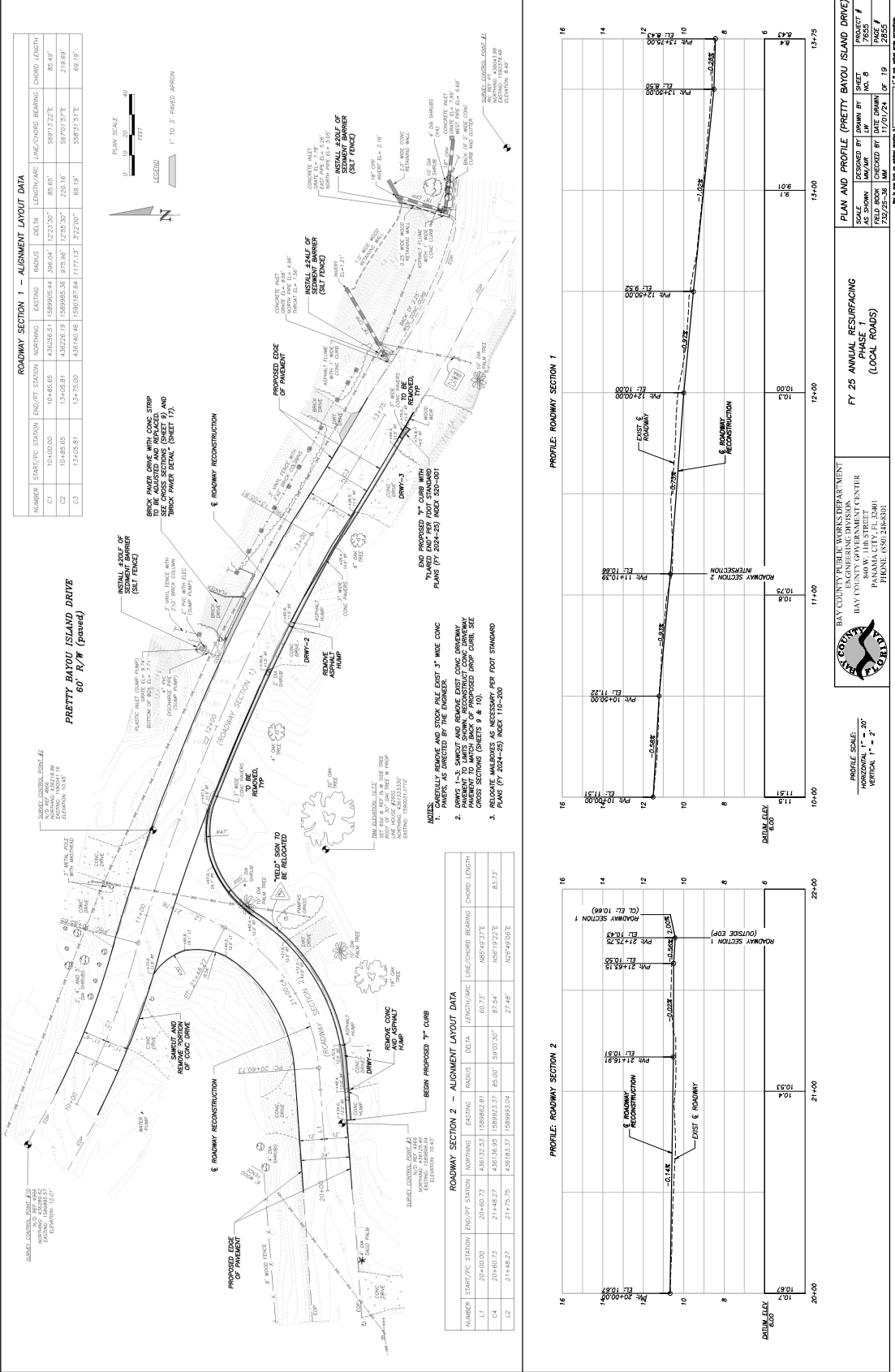


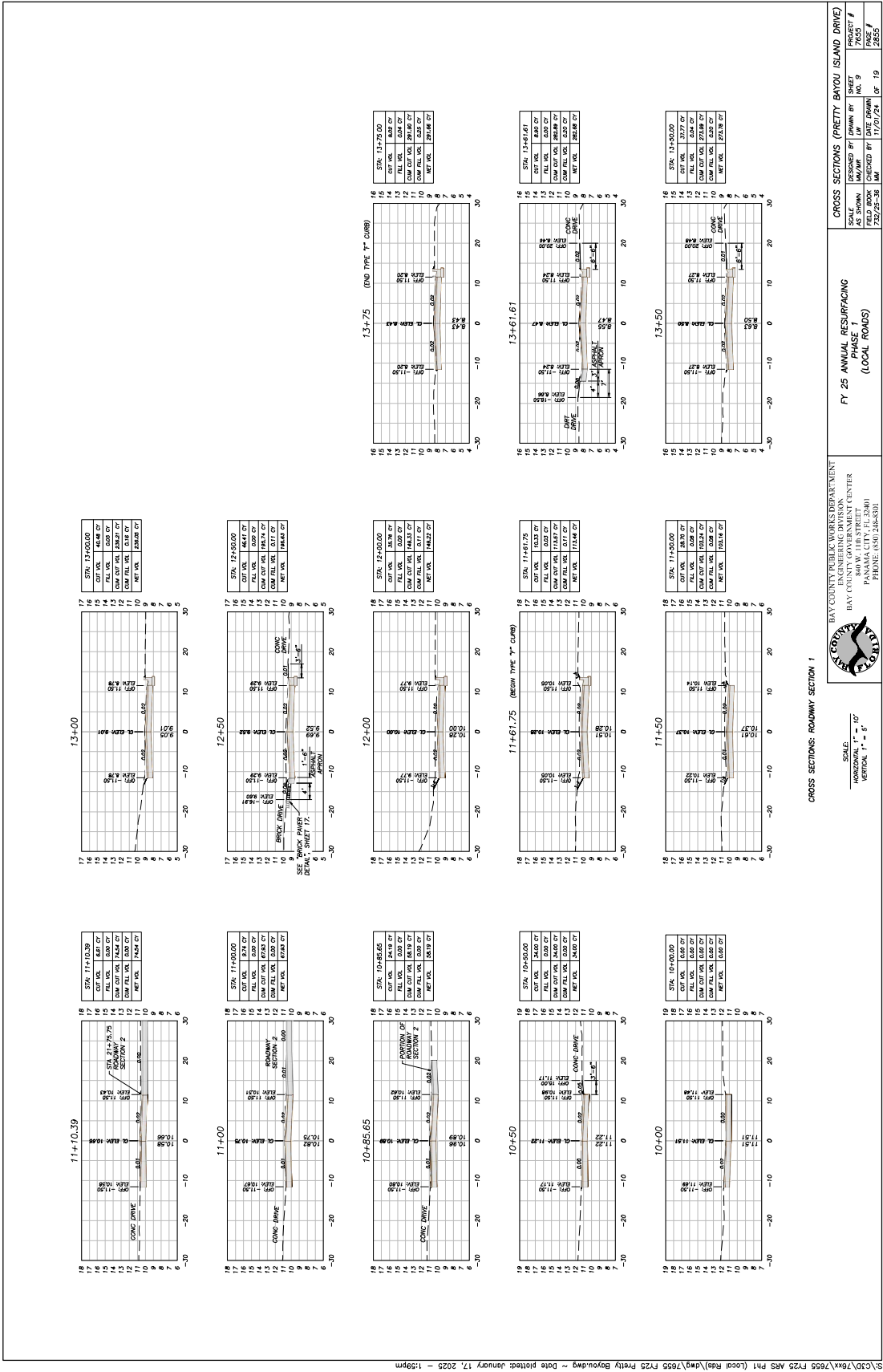
FY 25 ANNUAL RESURFACING
PHASE 1
(LOCAL ROADS)

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N/A	MM/AM	MM/AM	NO. 6	7655
N/A	MM/AM	MM/AM	NO. 6	7655

See to see how to adjust drawing 1/1/24 or 1/2/25







CROSS SECTIONS: ROADWAY SECTION 1

SCALE:
HORIZONTAL 1" = 10'
VERTICAL 1" = 5'



BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
PANAMA CITY, FL 32401
PHONE (850) 246-5301

FY 25 ANNUAL RESURFACING
PHASE 1
(LOCAL ROADS)

CROSS SECTIONS (PRETTY BAYOU ISLAND DRIVE)	
DESIGNED BY	DATE
CHECKED BY	DATE
FIELD BOOK	DATE
752/25-36	11/01/24
2855	2855

Continued from Sheet 19 of 19

CROSS SECTIONS (PRETTY BAYOU ISLAND DRIVE)			
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FIELD BOOK	CHECKED BY	DATE DRAWN	PROJECT #
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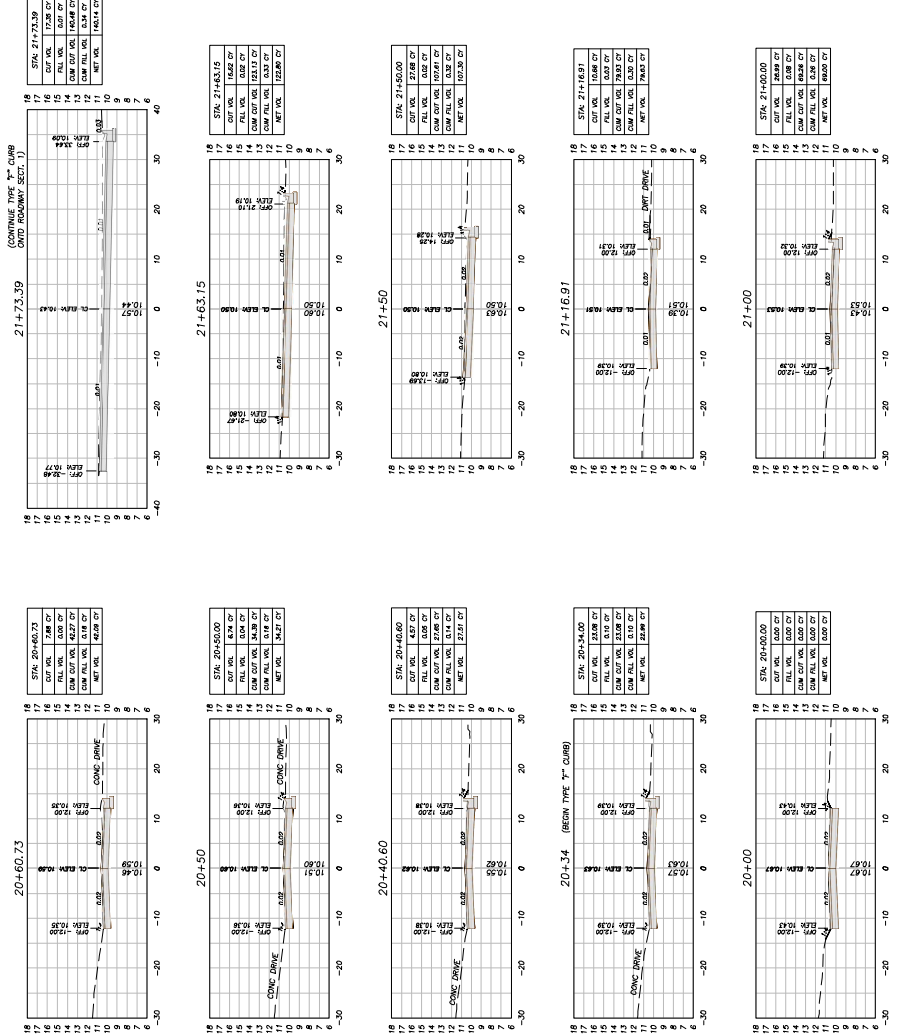
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FIELD BOOK	CHECKED BY	DATE DRAWN	PROJECT #
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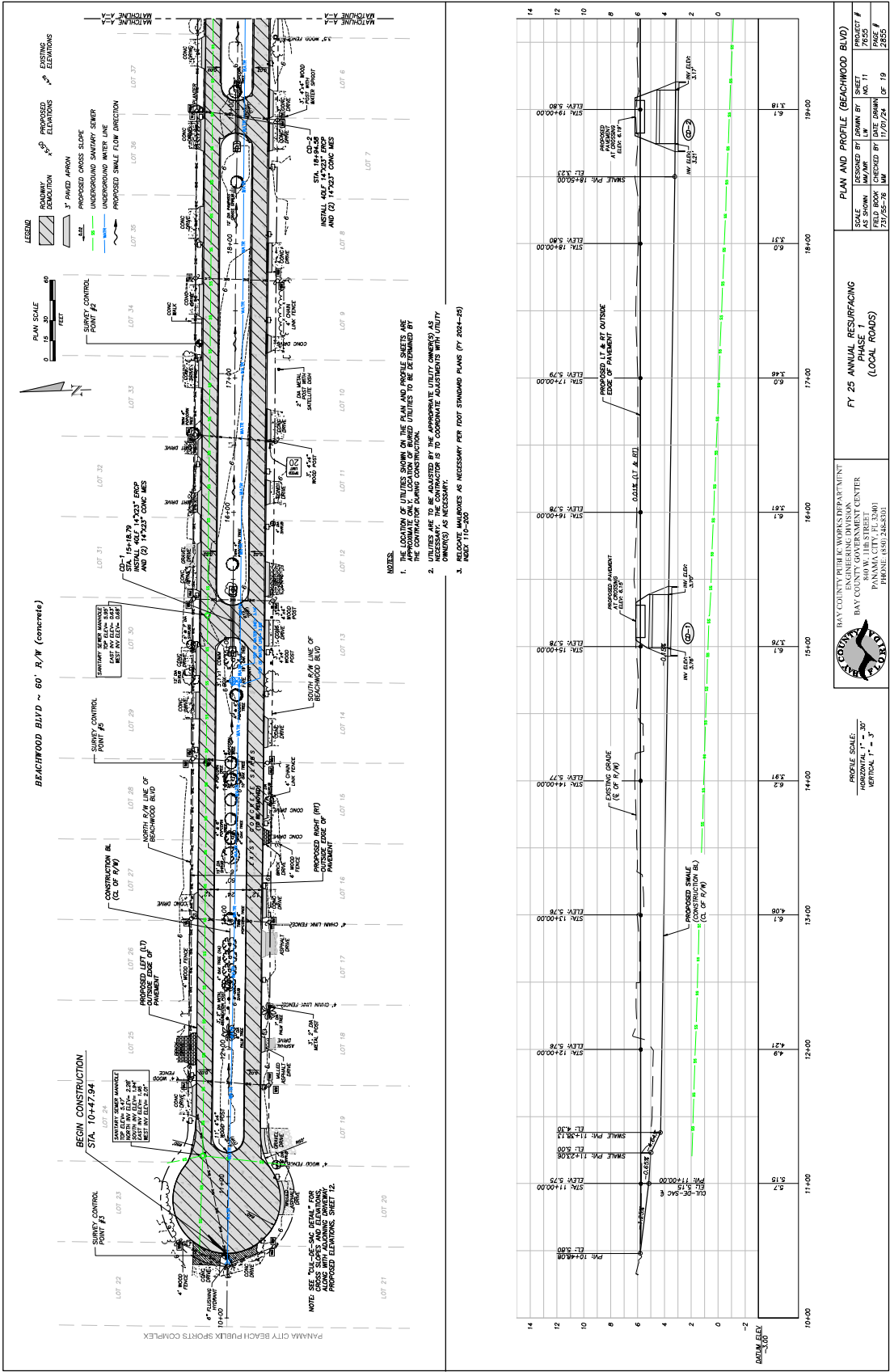
BAY COUNTY PUBLIC WORKS DEPARTMENT	
ENGINEERING DIVISION	
BAY COUNTY GOVERNMENT CENTER	
PANAMA CITY, FL 32401	
PHONE (850) 244-4301	

BAY COUNTY PUBLIC WORKS DEPARTMENT	
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BAY COUNTY GOVERNMENT CENTER	
PANAMA CITY, FL 32401	
PHONE (850) 244-4301	

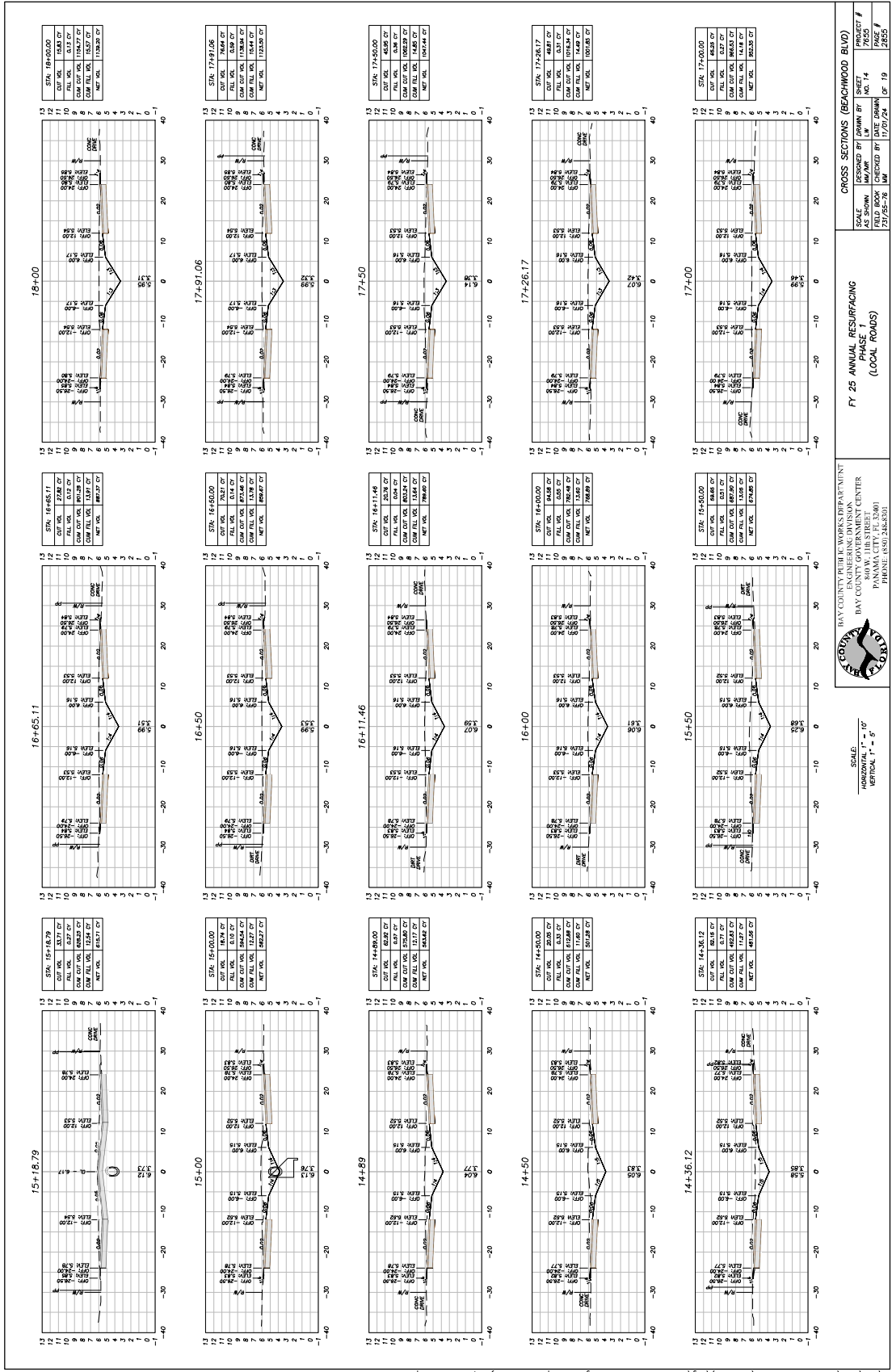
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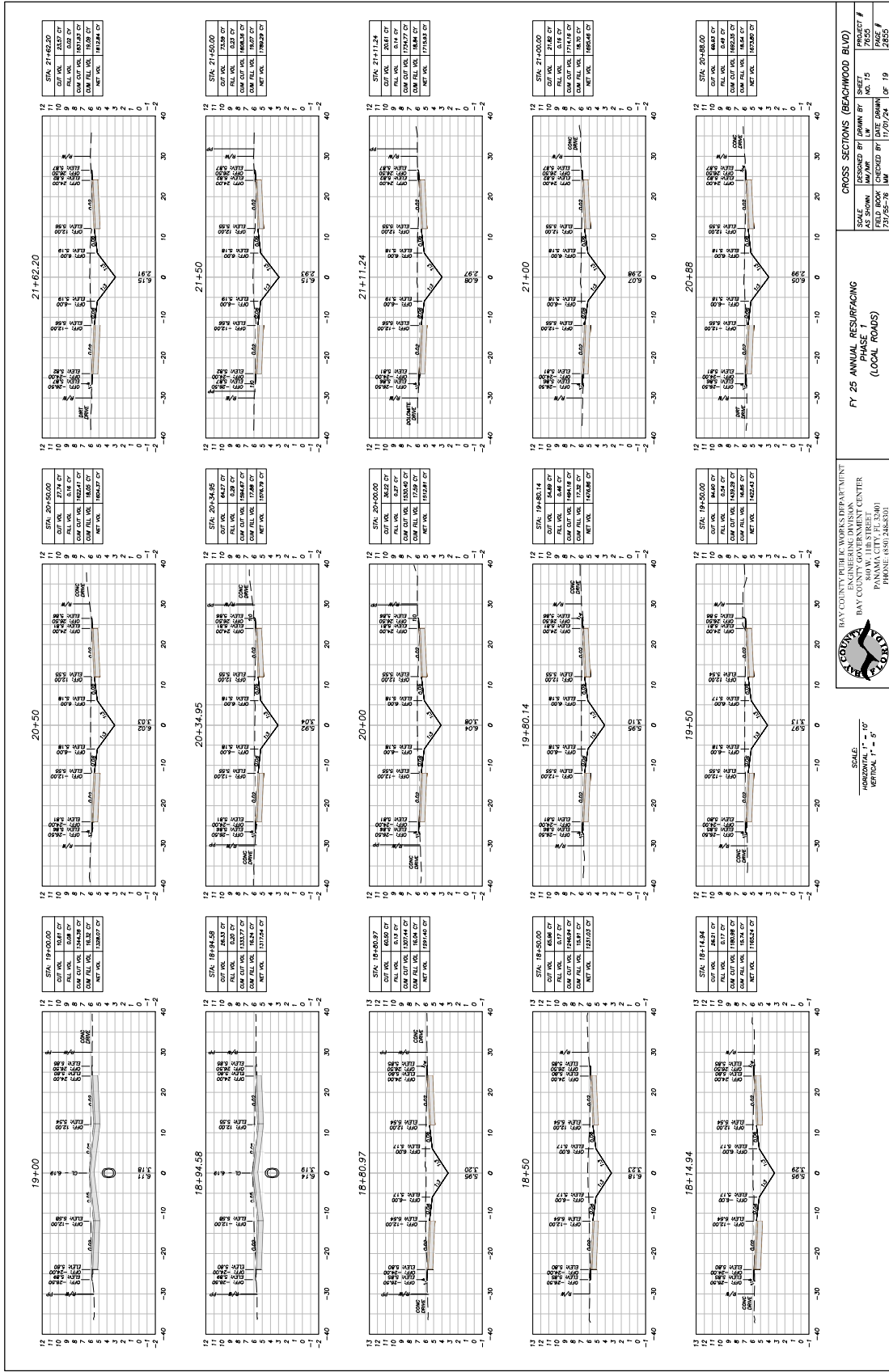
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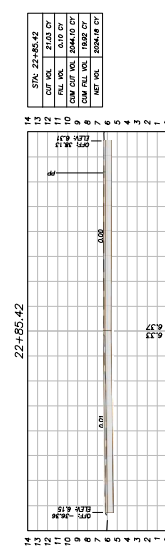
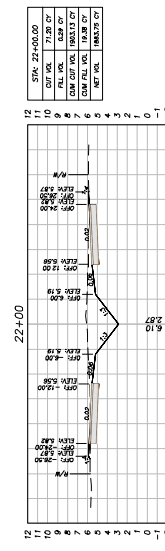
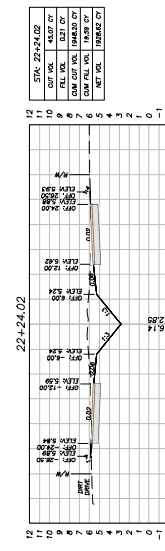
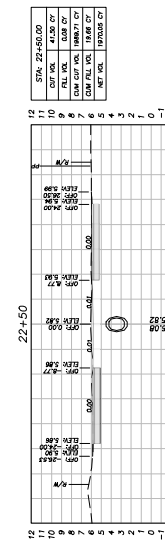
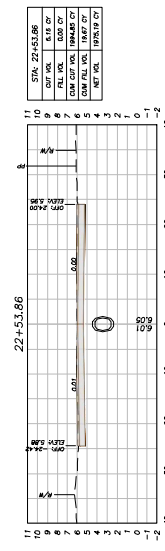
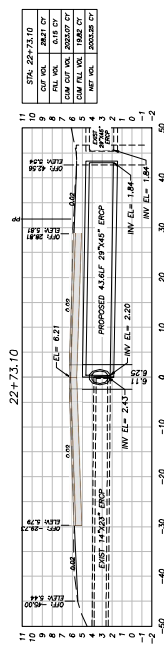




S:\C30\7kx\7655\7655 R25 ARS Pht (Local Rds)\dmg\7655 R25 Beachwood.dwg ~ Date plotted: January 17, 2025 ~ 2:03pm







RAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
PANAMA CITY, FL 32380
PHONE: (850) 245-1301

CROSS SECTIONS (BEACHWOOD BLVD)

DESIGNED BY: DWAM BT
CHECKED BY: JAC 16
DATE: 11/20/24
PROJECT # 2855
PAGE # 19

FY 25 ANNUAL RESURFACING
PHASE 1
(LOCAL ROADS)

SCALE:
HORIZONTAL 1" = 10'
VERTICAL 1" = 5'



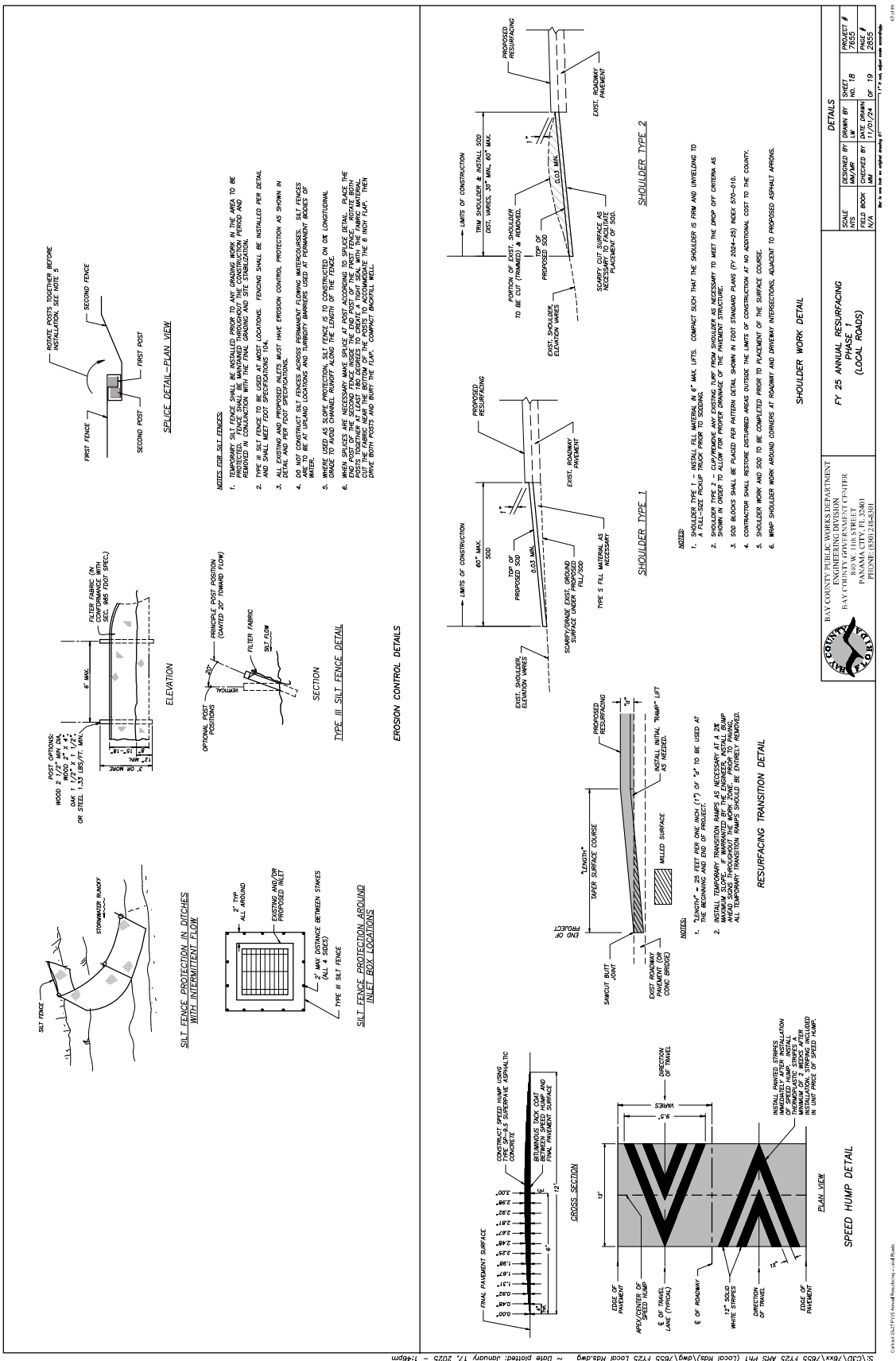


EXHIBIT 5
VENDOR'S RESPONSE TO ITB 25-27

BID FORM
ITB NO: 25-27

This proposal of C.W. Roberts Contracting, Inc., hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as a corporation (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Vendor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **Lump Sum Base Bid** is:

One million two hundred seventeen thousand nine hundred ten dollars and fifteen cents
(Words)

(\$ 1,217,910.15)

Submitted By: C.W. Roberts Contracting, Inc.
Name of Firm/Vendor Submitting This Bid


Bid Prepared By: Jeremy Powell
Name of Individual Who Prepared This Bid

Contact Email: jpowell@cwrrcontracting.com

Address: 4116 Hwy 231 N, Panama City, FL 32404

Phone: (850) 785-4675

Contractor's License No. CGC1505785


Signature of Authorized Representative of Firm/Vendor
SEAL: (If bid is by Corporation)

March 12, 2025
Date

ADDENDUM 1 REVISED BID FORM (Con't)**ITB NO: 25-27**

Bidder agrees to perform all the work described in the Contract Documents for the following Unit
Prices and Lump Sum Prices.

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	QTY	TOTAL PRICE
101-1	Mobilization	LS	\$122,880.89	1	\$122,880.89
102-1	Maintenance of Traffic	LS	\$83,799.30	1	\$83,799.30
102-3	Commercial Material for Driveway Maintenance	CY	\$174.26	1.0	\$174.26
104-10-3	Sediment Barrier	LF	\$7.61	172.0	\$1,308.92
110-4	Removal of Existing Concrete	SY	\$4.63	4047.4	\$18,739.46
110-7-1	Mailbox, F&I	EA	\$351.38	15	\$5,270.70
110-23	Tree Removal	EA	\$573.08	20	\$11,461.60
120-1	Regular Excavation	CY	\$17.52	7010.0	\$122,815.20
120-2-2	Borrow Excavation, Truck Measure	CY	\$29.99	40.1	\$1,202.60
285-703- MISC	Graded Aggregate Base, Base Group 3	SY	\$14.71	17338.3	\$255,046.39
285-706- MISC	Graded Aggregate Base, Base Group 6	SY	\$19.49	6056.5	\$118,041.19
334-1-12	Superpave Asphaltic Concrete, Traffic B, SP-9.5 or SP-12.5	TN	\$102.88	2865.1	\$294,761.49
425-5	Manhole, Adjust	EA	\$1,467.70	2	\$2,935.40
425-6	Valve Boxes, Adjust	EA	\$616.19	2	\$1,232.38
425-2-91	Manholes, J-8, <10'	EA	\$5,180.89	1	\$5,180.89
430-175-218	Pipe Culvert, RCP, Other Shape - Elip/Arch, 18" S/CD	LF	\$112.37	80	\$8,989.60
430-175-224	Pipe Culvert, RCP, Other Shape - Elip/Arch, 24" S/CD	LF	\$196.87	40	\$7,874.80
430-175-236	Pipe Culvert, RCP, Other Shape - Elip/Arch, 36" S/CD	LF	\$289.03	48	\$13,873.44
430-982-625	Mitered End Section, RCP - Elliptical / Arch, 18" CD	EA	\$2,371.08	4	\$9,484.32

430-982-629	Mitered End Section, RCP - Elliptical / Arch, 24" CD	EA	\$2,602.97	1	\$2,602.97
520-1-10	Concrete Curb & Gutter, Type F	LF	\$40.49	290.0	\$11,742.10
522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	\$245.92	44.3	\$10,894.26
570-1-1	Hydroseed	SY	\$5.27	1000	\$5,270.00
570-1-2	Performance Turf, Sod	SY	\$6.45	11110	\$71,659.50
706-3	Retro-Reflective Pavement Markers	EA	\$7.03	48	\$337.44
710-11-125	Painted Pavement Markings, Standard, White, Solid, 24"	LF	\$4.02	173	\$695.46
710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	GM	\$5,448.98	0.304	\$1,656.49
711-11-125	Thermoplastic, Standard, White, Solid, 24"	LF	\$7.03	173	\$1,216.19
711-11-160	Thermoplastic, Standard, White, Message	EA	\$200.79	9	\$1,807.11
711-11-201	Thermoplastic, Standard, Yellow, Solid, 6"	GM	\$7,430.43	0.304	\$2,258.85
Misc. 1	Shoulder Work	SY	\$8.34	200.0	\$1,668.00
Misc. 2	Modified Drop Curb	LF	\$50.22	100.0	\$5,022.00
Misc. 3	Reworking Speed Hump	EA	\$2,582.37	3	\$7,747.11
Misc. 4	Special Driveway Adjustment	SY	\$180.71	35.0	\$6,324.85
Misc. 5	Removal of Homemade Curbing	LF	\$9.00	215	\$1,935.00
Sum of Total Prices (Base Bid)				\$1,217,910.15	

BID BOND

BY THIS BOND, We, C.W. Roberts Contracting, Inc. as Principal and Western Surety Company and Liberty Mutual Insurance Company, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of \$Five Percent of the Proposed Base Bid (5% PBB) for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the County a certain Bid dated March 12, 2025.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered in three (3) counterparts on March 12, 2025

CORPORATE PRINCIPAL

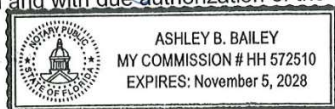
C.W. Roberts Contracting, Inc.

By: [Signature]
Its: Area Manager

Attest: [Signature]

Seal:

Acknowledged and subscribed on March 12, 2025, before the undersigned authority by Jeremy Powell, as the Area Manager of the Corporation named as Principal and with due authorization of the Corporation.



[Signature]
Notary Public

SURETY Western Surety Company and Liberty Mutual Insurance Company

By: [Signature]
Vickie Lacy, Attorney-in-Fact

Attest: [Signature]

Stephanie Moore Harold, Attorney-in-Fact

Seal:

Countersigned:

By: [Signature]
Attorney-in-Fact, State of Florida
Benjamin R. Campbell, Jr., Attorney-in-Fact
Resident FL License No. A038916

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marc W Boots, Maria D Zuniga, Joseph R Aulbert, Richard Covington, Vickie Lacy, Melanie Salinas, Stephanie Moore
Harold, Ashley Koletar, Ryan Varela, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of October, 2024.



WESTERN SURETY COMPANY

Larry Kasten

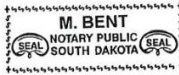
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 23rd day of October, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of March, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Certificate No: **8213056-022004**

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Joseph R. Aubert, Jacob Boots, Marc W. Boots, Richard Covington, Michael Garcia, Susan Golla, Stephanie Moore Harold, Ashley Koletar, Vickie Lacy, Melanie Salinas, Ryan Varela, Dylan Young, Maria D. Zuniga

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 30th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of March, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24


For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. <u>1</u>	DATED <u>March 6, 2025</u>
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: C.W. Roberts Contracting, Inc.

Authorized Signature: 

Printed Name: Jeremy Powell

Title: Area Manager

Date: March 12, 2025

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

Before me, the undersigned authority, personally appeared (Name of Affiant)
Jeremy Powell, who, after being first duly sworn, deposes
and says of his or her personal knowledge the following:

1. Affiant is the (Title) Area Manager of (Business Name)
C.W. Roberts Contracting, Inc. which does business in the State of Florida,
hereinafter called the "Nongovernmental Entity."

2. Nongovernmental Entity, pursuant to § 287.138, Florida Statutes, certifies that
(1) Nongovernmental Entity is not owned by a government of a foreign country of
concern; (2) a government of a foreign country of concern does not have a "controlling
interest" in Nongovernmental Entity, as defined by Section 287.138(1)(a), Florida
Statutes; and (3) Nongovernmental Entity is not organized under the law of nor has its
principal place of business in a foreign country of concern. For the purposes of this
affidavit, foreign country of concern means the People's Republic of China, the Russian
Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the
Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab
Republic, including any agency of or any other entity of significant control of such
foreign country of concern, as defined in § 287.138(1)(c), Florida Statutes.

3. This Affidavit is executed by the Nongovernmental Entity accordance with §
287.138, Florida Statutes, for the purposes of preventing Bay County, Florida, from
entering contracts with foreign entities of concern which would provide
Nongovernmental Entity access to an individual's personal identifying information.
Signed and Delivered on this 12th day of March, 2025.


Signature of Affiant

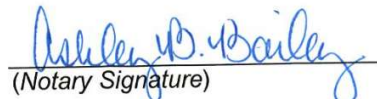
Jeremy Powell, Area Manager
Printed Name of Affiant

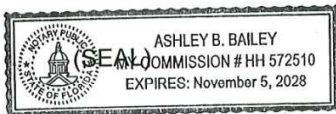
STATE OF Florida

COUNTY OF Bay

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐
online notarization, this 12th day of March, 2025, by
Jeremy Powell.

Personally Known OR Produced Identification
Type of Identification Produced _____


(Notary Signature)



**AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES,
HUMAN TRAFFICKING ATTESTATION**

Before me, the undersigned authority, personally appeared (Name of Affiant)
Jeremy Powell, who, after being first duly sworn, deposes
and says of his or her personal knowledge the following:

1. Affiant is the (Title) Area Manager of (Business Name)
C.W. Roberts Contracting, Inc. which does business in the State of Florida,
hereinafter called the "Nongovernmental Entity."

2. Nongovernmental Entity, pursuant to § 787.06(13), Florida Statutes, certifies
that 1) neither Nongovernmental Entity nor any of its subsidiaries or affiliates uses
coercion for labor or services, as terms are defined in § 787.06, Fla. Stat., as may be
amended from time to time; (2) Nongovernmental Entity will immediately notify Bay
County, Florida, if, at any time in the future, Nongovernmental Entity does use coercion
for labor or services, and understands that pursuant to such notification no contracts
may be executed, renewed, or extended between the parties; and (3) Nongovernmental
Entity has read the foregoing attestation, confirms the facts stated in it are true, and are
made for the benefit of, and reliance by, Bay County, Florida.

Signed and Delivered on this 12th day of March, 2025.


Signature of Affiant

Jeremy Powell, Area Manager.
Printed Name of Affiant

STATE OF Florida

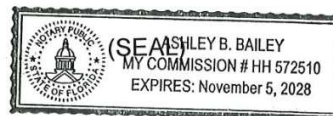
COUNTY OF Bay

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐
online notarization, this 12th day of March, 2025, by Jeremy Powell.

Personally Known OR Produced Identification

Type of Identification Produced _____



(Notary Signature)



ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: C.W. Roberts Contracting, Inc.

Authorized Signature: 

Printed Name: Jeremy Powell

Title: Area Manager


Date: March 12, 2025

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: C.W. Roberts Contracting, Inc.
Vendor FEIN: 59-1683951
Vendor's Authorized Representative Name and Title: Jeremy Powell, Area Manager
Address: 4116 Highway 231 N
City: Panama City State: FL ZIP: 32404
Phone Number: (850) 785-4675
Email Address: jpowell@cwrrcontracting.com

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: 
AUTHORIZED SIGNATURE
Print Name and Title: Jeremy Powell, Area Manager
Date: March 12, 2025

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

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

YES _____

NO ✓ _____

NAME(S)

POSITION(S)

Name of Firm: C.W. Roberts Contracting, Inc.

Authorized Signature: 

Printed Name: Jeremy Powell

Title: Area Manager

Date: March 12, 2025

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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 an employee who is so convicted.


Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.

Name of Firm: C.W. Roberts Contracting, Inc.
Authorized Signature: 
Printed Name: Jeremy Powell
Title: Area Manager

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.


Subcontractor Name and Address: Acme Barricades
9800 Normandy Blvd, Jacksonville, FL 32221
Work to be performed and \$ amount: MOT

Subcontractor Name and Address: Emerald Coast Striping, LLC
1901 N East Avenue, Panama City, FL 32405
Work to be performed and \$ amount: Striping

Subcontractor Name and Address: Porter Construction Company, Inc.
4910 Hartsfield Road, Marianna, FL 32447
Work to be performed and \$ amount: Sod

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Name of Firm: C.W. Roberts Contracting, Inc.
Authorized Signature: 
Printed Name: Jeremy Powell
Title: Area Manager
Date: March 12, 2025

*Complete additional forms if needed to list all subcontractors

State of Florida

Department of State

I certify from the records of this office that C. W. ROBERTS CONTRACTING, INCORPORATED is a corporation organized under the laws of the State of Florida, filed on January 19, 1976.

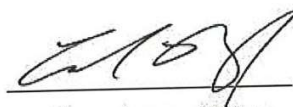
The document number of this corporation is 493846.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 10, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Tenth day of January, 2025*




Secretary of State

Tracking Number: 6250799653CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
C.W. ROBERTS CONTRACTING, INCORPORATED**

January 15, 2025

The undersigned, being all of the members of the Board of Directors (the "Board") of C.W. Roberts Contracting, Incorporated, a Florida corporation (the "Company"), as permitted by the laws of the State of Florida, hereby waive notice and call for a meeting of the Board and consent in writing to the following resolutions in lieu of a meeting of the Board. The following resolutions are approved of and adopted to the same extent, and have the same force and effect, as if adopted at a special meeting of the Board duly called and held for the purpose of acting upon and adopting such resolutions.

RESOLVED, that the following officers are elected and qualified to serve in the capacities set forth below, to serve in such respective capacities until their successors are duly elected and qualified, effective for all purposes as of the date first above written:

<i>Name</i>	<i>Office</i>
Ned N. Fleming, III	Chairman of the Board
Fred J. Smith, III	Chief Executive Officer
Robert P. Flowers	President
Mark R. Matteson	Vice President
Gregory A. Hoffman	Vice President
Stuart Savoy	Vice President
Christopher M. Riley	Vice President
James A. Strain	Vice President
M. Brett Armstrong	Vice President
James W. Moretz	Vice President
Matthew Carden	Vice President
Matthew Steele	Vice President of Accounting / Secretary / Treasurer
Morgan Quirk	Controller / Assistant Secretary
J. Ryan Brooks	Assistant Secretary

RESOLVED FURTHER, that the following officers are authorized to execute contracts, purchase orders, payment applications, bids, bid bonds, lien waivers, bond waivers and similar documents on behalf of the Company, pursuant to which the commitment or liability of the Company does not exceed \$5,000,000 as to any contract, purchase order, payment application, bid, bid bond, lien waiver, bond waiver or similar document:

Richard Straily	Area Manager
Timothy Kruger	Area Manager
Kyle Pilgrim	Area Manager
Evan Dicenso	Area Manager
Jeremy Powell	Area Manager
Dan Hoyt	Area Manager
Peter Scholer	Area Manager
David Vaught	Authorized Representative
Brent E. Wood	Authorized Representative

RESOLVED FURTHER, that the officers of the Company are authorized, empowered and directed to execute and deliver all other instruments, documents and certificates and to do all other things and acts as may be, in their sole judgment, necessary, proper or advisable in order to carry out and comply with the purposes and intent of the foregoing resolutions; and that all of the acts and deeds of the officers of the Company that are consistent with the intent of such resolutions are hereby approved, ratified, confirmed and adopted in all respects as the acts and deeds of the Company;

RESOLVED FURTHER, that this consent may be executed in multiple counterparts, all of which shall be considered one and the same consent; and

RESOLVED FURTHER, that this consent may be executed by facsimile, telecopy or other reproduction, or any other manner permitted under Florida law, and such execution shall be considered valid, binding and effective for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board, have hereunto set their respective hands as of the date set forth above.



Ned N. Fleming, III



Mark Matteson (Jan 17, 2025 13:29 CST)

Mark R. Matteson



Charles Owens (Jan 20, 2025 15:43 CST)

Charles E. Owens



Fred J Smith III (Jan 14, 2025 22:44 EST)

Fred J. Smith, III

Signature Page to Action by Unanimous Written Consent
C.W. Roberts Contracting, Incorporated



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FLOWERS, ROBERT P

C. W. ROBERTS CONTRACTING, INCORPORATED
3660 HARTSFIELD ROAD
TALLAHASSEE FL 32303

LICENSE NUMBER: CCG1505785

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



POWELL, WILLIAM JOSEPH

C. W. ROBERTS CONTRACTING, INCORPORATED
3372 CAPITAL CIRCLE NE
TALLAHASSEE FL 32308

LICENSE NUMBER: CUC1225416

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 09/06/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

25-27 FY25 Annual Resurfacing - Local Roads



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

February 03, 2025

C.W. ROBERTS CONTRACTING, INC.
3660 HARTSFIELD ROAD
TALLAHASSEE, FLORIDA 32303

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, Curb & Gutter, Driveways, Milling, Reinforced Earth Walls, Rip Rap Rubble, Underground Utilities (Water & Sewer).

Unless notified otherwise, this Certificate of Qualification will expire **3/30/2026**.

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.dot.state.fl.us/ContractorPreQualification)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

**EXHIBIT 6
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Vendor. All subcontractors are subject to the same coverages and limits as the Vendor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Vendor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Vendor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Vendor shall also purchase any other coverages required by law for the benefit of employees. The Vendor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. **CERTIFICATES OF INSURANCE**

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Vendor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Vendor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

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

4. **ADDITIONAL INSURANCE**

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

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than _____

the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Vendor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Vendor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Vendor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Vendor shall provide for the County an owners protective liability insurance policy (preferably through the Vendor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Vendor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Vendor's Equipment Coverage**

Vendor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Vendor. All risks coverage is preferred. The contract may declare self-insurance for vendor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Vendor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Vendor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Vendor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Vendor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Vendor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Vendor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Vendor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

**EXHIBIT 7
PUBLIC CONSTRUCTION BOND**

Bond No. _____(enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to the Bay County Board of County Commissioner, Bay County, FL, herein called Owner, in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____,

(Name of Principal)

By (As Attorney in Fact)

(Name of Surety)

**NOTICE OF CONTEST OF CLAIM
AGAINST PAYMENT BOND**

To: (Name and address of claimant)

You are notified that the undersigned contests your notice of nonpayment, dated _____, _____, and served on the undersigned on _____, _____, and that the time within which you may file suit to enforce your claim is limited to 60 days after the date of service of this notice.

Vendor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$ _____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to (insert the name of Vendor) on the job of Bay County Board of County Commissioners, for improvements to the following described project:

(Project Name)

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified.

Vendor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**WAIVER OF RIGHT TO CLAIM
AGAINST THE PAYMENT BOND
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$_____, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to (insert the name of Vendor) on the job of Bay County Board of County Commissioners for improvements to the following described project:

(Project Name)

Vendor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____