

**CONTRACT 25-20
FY25 DIRT ROAD PAVING PROJECT**

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 Anderson Columbia Co., Inc., located at 2316 Hwy 71, Marianna, FL 32448 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to stabilize dirt roads located within urbanized areas of unincorporated Bay County. The project will include six (6) local dirt roads with a combined total of approximately 1.246 miles. The roads included within the scope of this project are as follows: S Bright Ave, N Bright Ave, E 39th St, McCall Rd, Pittsburgh St, and Quick Ln.

The Contractor will perform those services in accordance with **Exhibit 1 General Terms and Conditions, Exhibit 2 Specifications Package, and Exhibit 3** Bay County construction plans titled "FY25 Dirt Road Paving Project" dated October 24, 2024, ". The Contractor hereby agrees to provide the following services to the County according to ITB 25-20 FY25 Dirt Road Paving Project, 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 4**, 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 in 180 calendar days. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of \$1,685.00 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 25-20 and the Contractor's proposal cost of \$1,228,745.71, 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 4**.

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 Contractor'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 Contractor 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 Contractor'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 Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

Payments to Subcontractors - The Contractor 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 Contractor and County shall list those items required for completion and the Contractor 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 Contractor 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 Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor 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 Contractor 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.

5. Independent Contractor

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

6. Contractor's Personnel

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

Contractor 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 Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor 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 Contractor 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 Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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 Contractor 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 Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact 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: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor 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. Contractor 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 Contractor that the subcontractor is in compliance with such laws. Contractor 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. Contractor 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 Contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, 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., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

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

The County, Contractor, 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 Contractor otherwise complied, shall promptly notify Contractor and Contractor 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. Contractor acknowledges that upon termination of this agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor 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. Contractor 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. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. Scrutinized Companies

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

Contractor must also certify that Contractor 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.

Contractor 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 Contractor of the County's determination concerning the false certification. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's expense or may proceed against the Contractor's Public Construction Bond.

18. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 5** to this Contract and incorporated by reference.

19. Bonds

Contractor will secure and post a Public Construction Bond **Exhibit 6** 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor:
Anderson Columbia Co., Inc.
Attn: L. Eugene Strickland
2316 Hwy 71
Marianna, FL 32448

The Contractor 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 Contractor's notification of address change is sufficient if sent by email or facsimile.

23. Assignment

Contractor 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 Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor 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 Contractor, 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 Contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor in performing this contract, whether completed or in process.

Failure of the Contractor 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 Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor 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

ANDERSON COLUMBIA CO., 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. Specifications Package
3. Construction Plans
4. Contractor's Response to ITB 24-47
5. Insurance Requirements
6. 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor with such monies being deducted from the contract amount or charged against the bonds.

h. The Contractor 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 Contractor 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 Contractor 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 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.

l. 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.

m. Unless otherwise stated in the plans or specifications, the term "install" shown in the plans and specifications shall be interpreted by the Contractor to mean the same as "furnish and install", which means the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor.

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 Contractor 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 Contractor or the County's Designated Representative shall be removed from the work or place of storage at the Contractor's expense and replaced at the Contractor's expense. Failure or refusal by the Contractor 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 Contractor and such expense deducted from the contract amount or from the bond.

e. The Contractor 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 Contractor 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 Contractor 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 Contractor is solely responsible for any damages to private or public property caused by Contractor's dewatering operations. During dewatering operations, the Contractor 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 Contractor 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 Contractor's dewatering operation.

8. Contractor Responsibilities

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

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

d. The Contractor shall preserve from damage all public and private property along the line of construction and adjacent to the work. If the Contractor 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 Contractor 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 Contractor are paid or the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall schedule his operations to minimize any inconvenience to adjacent businesses or residences. The Contractor 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 Contractor 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 Contractor and all concerned parties in attendance.

f. The Contractor shall provide a detailed schedule to the County within 5 working days after the date of the preconstruction conference. Adherence to the Contractor's construction schedule is critical to the residents and businesses impacted on the project. The Contractor 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 Contractor shall give the County Inspector 48 hours notice of commencement of all major work items.

g. The Contractor 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 Contractor shall maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor'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. Contractor 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 Contractor 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. Contractor may subcontract for work identified in this solicitation. The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. The Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

h. The Contractor 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 Contractor's invoice. The Contractor 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 Contractor 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 Contractor, the County reserves the right, at any time prior to final payment on the Contract, to audit, or cause to be audited, the Contractor's original records pertaining to the work.

l. Whenever the work provided for under the contract has been completely performed by the Contractor, 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 Contractor. Upon final payment the Contractor 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 Contractor, the Contractor 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 Contractor'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 Contractor.

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 Contractor.

q. Date of final payment shall be the commencement of all warranties and guarantees. If the County reasonably determines that the Contractor has breached any of the warranties provided herein, then the Contractor 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.

November 4, 2024
PREPARED BY: John Adair, P.E.

EXHIBIT 2
SPECIFICATIONS PACKAGE



The 2024-2025 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: JOHN ADAIR, P.E.

Fla. License No.: 73833

Firm: BAY COUNTY PUBLIC WORKS DEPARTMENT

840 WEST 11TH STREET

PANAMA CITY, FLORIDA 32401

Certificate of Authorization:

Page(s): _____ 1 – 21

SPECIAL PROVISIONS 3
 BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION
 AND USE OF THE FLORIDA DEPARTMENT OF
 TRANSPORTATION STANDARD SPECIFICATIONS FOR
 ROAD AND BRIDGE CONSTRUCTION..... 3
**FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS &
COVENANTS 6**
 DEFINITIONS..... 6
 LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC
 – E-VERIFY. 6
FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS 7
SUPPLEMENTAL SPECIFICATIONS..... 12
 312 BITUMINOUS CRACK RELIEF LAYER..... 12
 320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT..... 16
 916 BITUMINOUS MATERIALS..... 16

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, 2022 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 2022 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.

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.

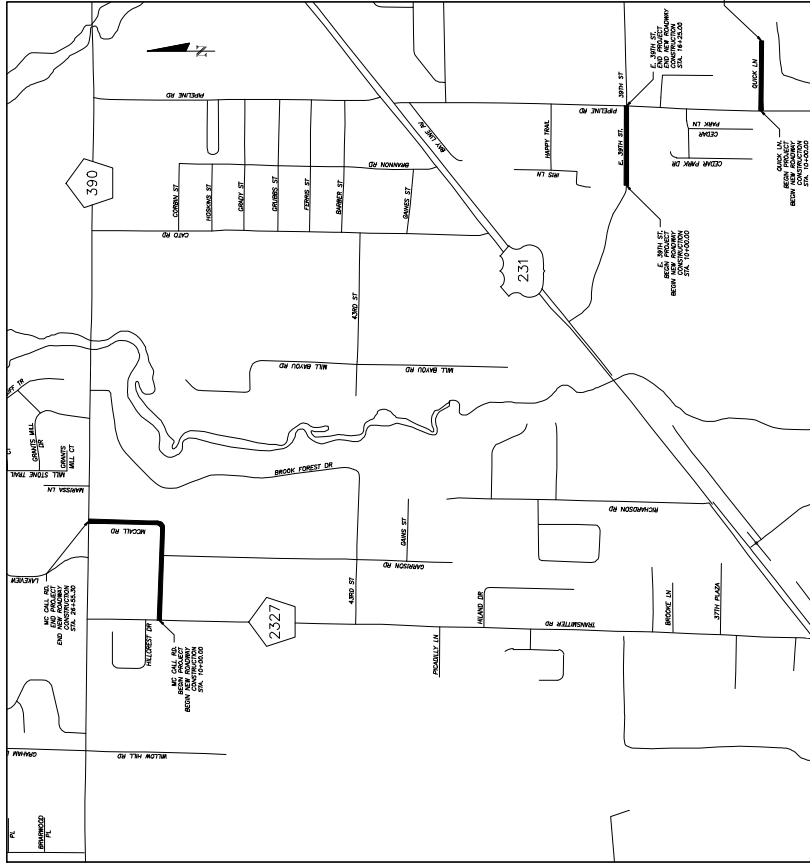
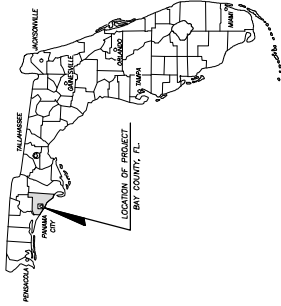
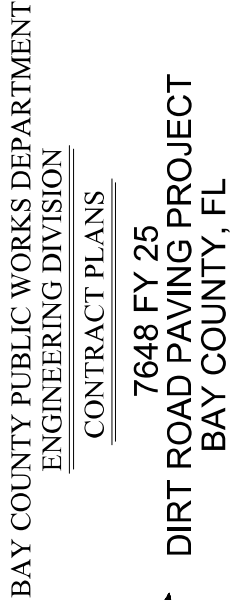
916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing 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.

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**


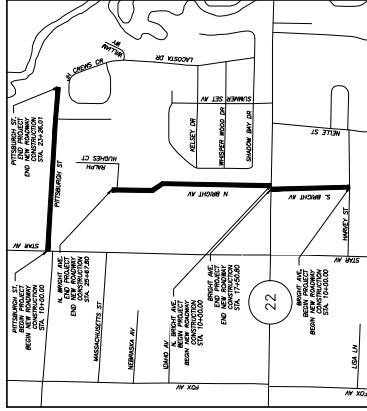
EXHIBIT 3
CONSTRUCTION PLANS

NET LENGTH OF PROJECT	LENGTH OF PROJECT	MILES
	UNPAVED FEET	
BRIGHT AVE.	751	0.142
E. 39TH ST.	629	0.120
MC CALL RD.	655	0.315
N. BRIGHT AVE.	1,568	0.297
S. PITTSBURGH ST.	1,538	0.351
QUICK LN.	651	0.125
BRIDGES	N/A	N/A
DEPTH OF PROJECT	N/A	N/A
EXCEPTIONS	N/A	N/A
NET LENGTH OF PROJECT	6,584	1.246

#	DATE	APPROVED BY	REVISION
1	12/26/24	SC	REVISED QUANTITY ITEMS AND TYPICAL SECTION. SHEETS 2 & 9



<u>BOARD OF COUNTY COMMISSIONERS</u>	
TOMMY HAMM	CHAIRMAN
ROBERT CARROLL	COMMISSIONER
WILLIAM T. DOZIER	COMMISSIONER
DOUGLAS MOORE	VICE CHAIRMAN
CLAIR PEASE	COMMISSIONER
1	DISTRICT
2	DISTRICT
3	DISTRICT
4	DISTRICT
5	DISTRICT



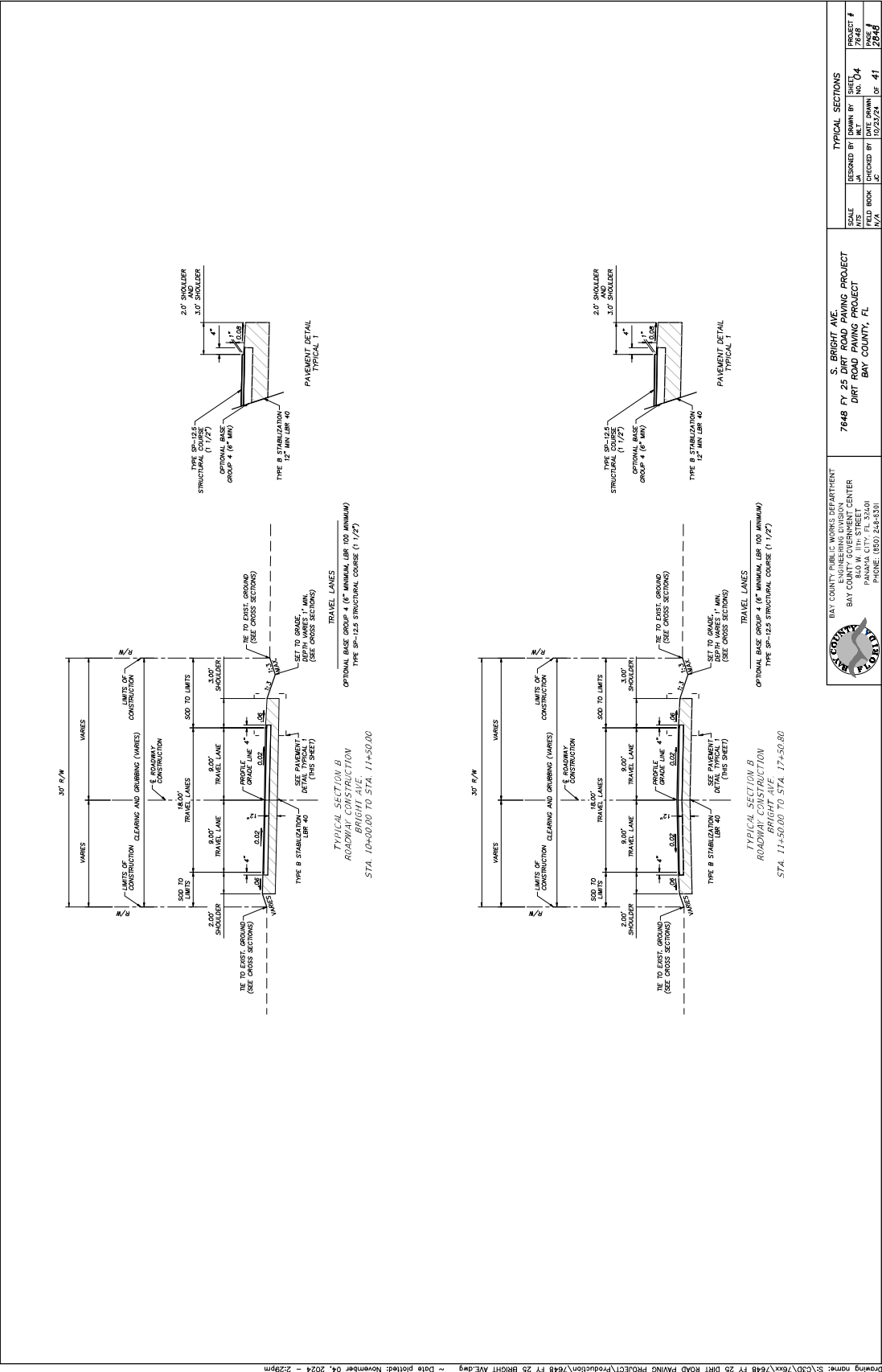
BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
 840 W. 11th STREET
 PANAMA CITY, FL 32401
 PHONE: (850) 248-8301

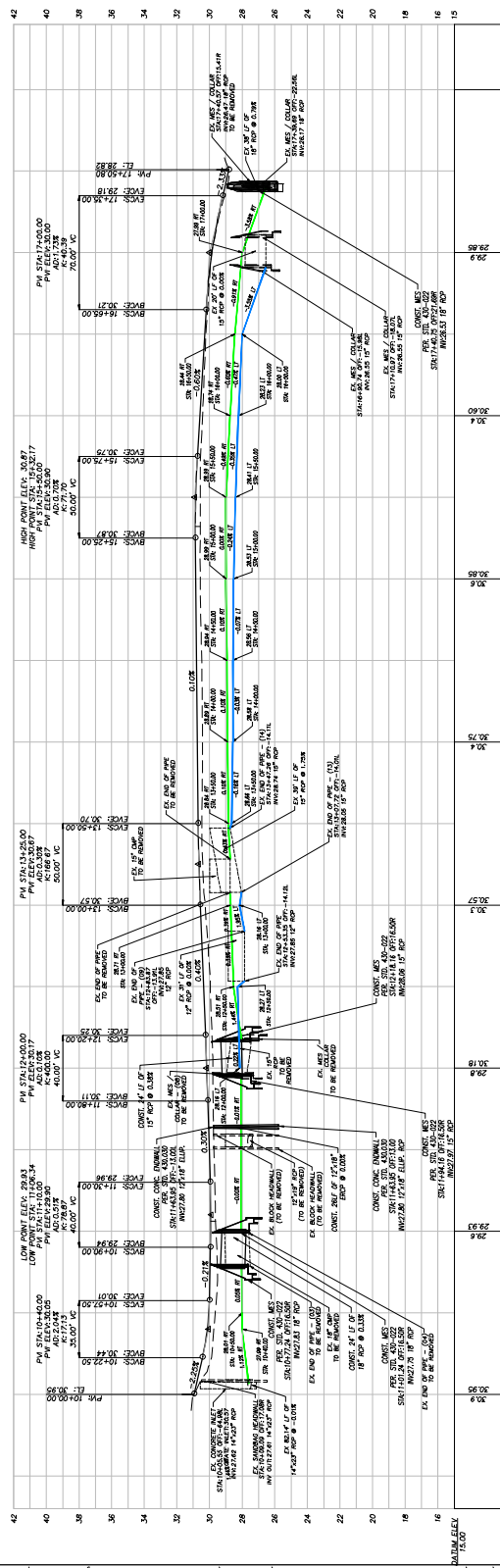
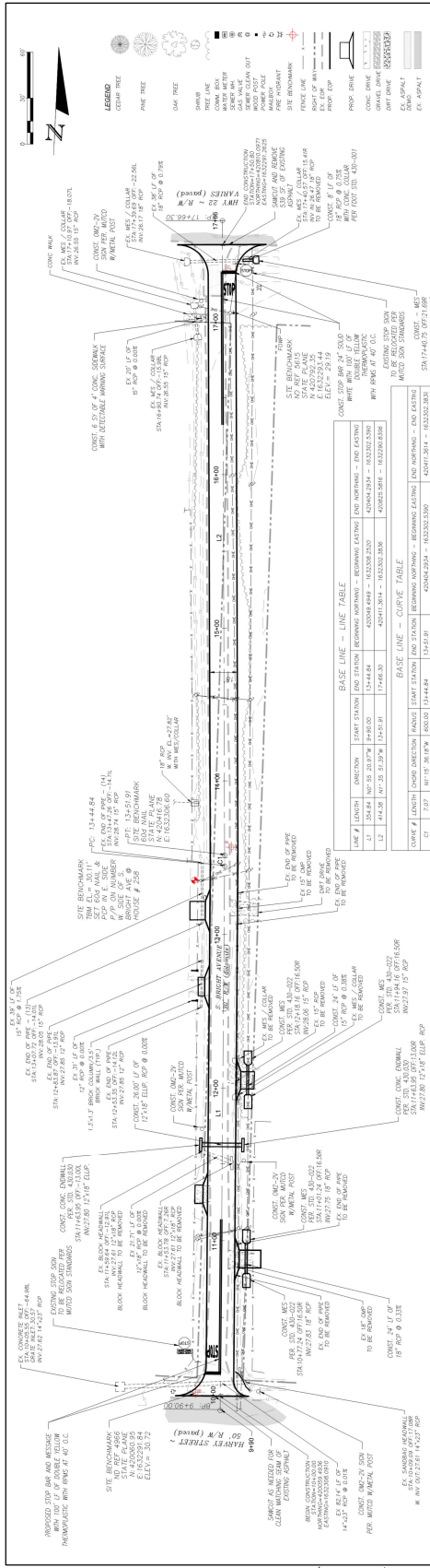
7648 FY 25
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

KEY SHEET				
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NTS	JA	WLT	NO. 01	7648
FIELD BOOK	CHECKED BY	DATE DRAWN	PAGE	
N/A	JC	10/23/24	OF 41	2848

•CONTRACTOR SHALL CONTACT SUNSHINE ONE-CALL A MINIMUM OF 5-DAYS PRIOR TO CONSTRUCTION.







CONST. LEFT DITCH

CONST. RIGHT DITCH

CONST. LEFT & RIGHT DITCH

PROFILE SCALE:

HORIZONTAL 1" = 50'

VERTICAL 1" = 3'

BAY COUNTY PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

BAY COUNTY GOVERNMENT CENTER

840 W. 1TH STREET

PANAMA CITY, FL 32400

PHONE: (850) 248-6300

PLAN & PROFILE

7648 FY 25 DIRT ROAD PAVING PROJECT

DIRT ROAD PAVING PROJECT

BAY COUNTY, FL

SCALE	DESIGNED BY	DRAWN BY	SHEET	PROJECT #
AS SHOWN	JA	JA	NO. 7648	7648

FOLD BOOK	CHECKED BY	DATE DRAWN	PAGE
N/A	N/A	10/23/24	OF 41

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Corrected (S&P) FOR BRIGHT AVE Project

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

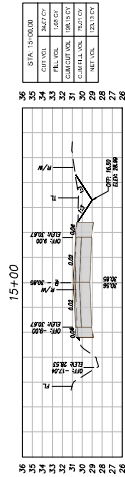
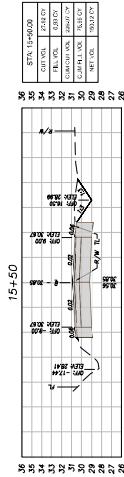
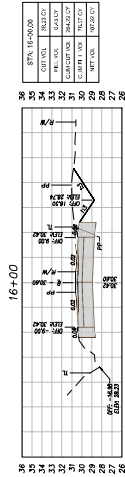
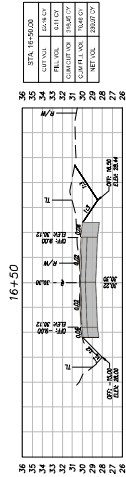
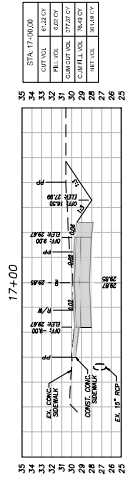
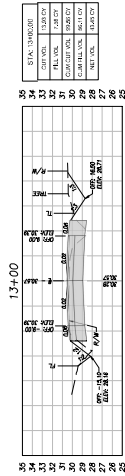
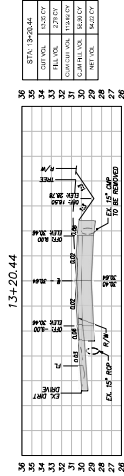
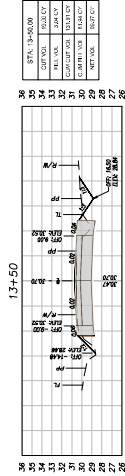
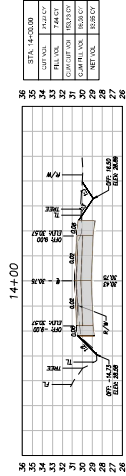
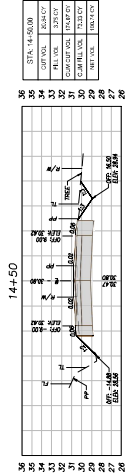


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BAY COUNTY ENGINEERING CENTER
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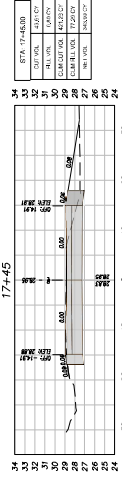
7648 FY 25 DIRT ROAD PAVING PROJECT
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

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PROJECT # 7648
PAGE 41

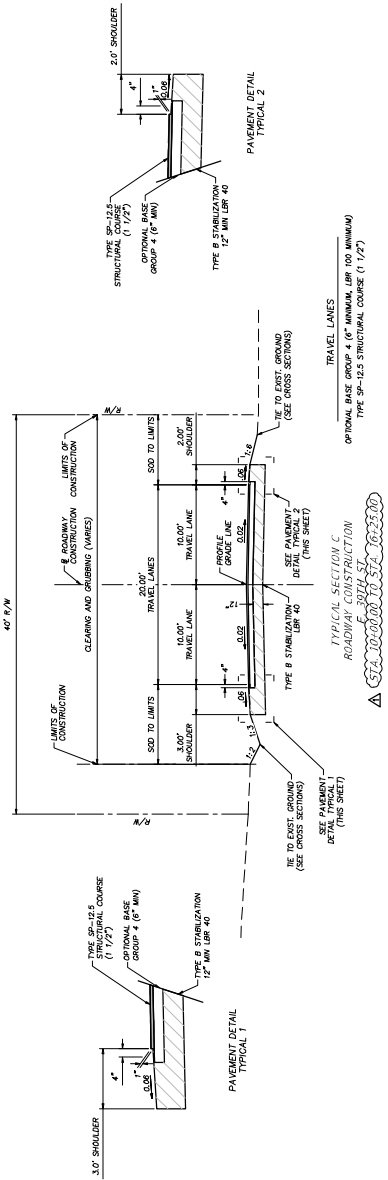
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BAY COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BAY COUNTY ENGINEERING CENTER PANAMA CITY, FL 32401 PHONE: (850) 248-5351	
7648 FY 25 DIRT ROAD PAVING PROJECT DIRT ROAD PAVING PROJECT BAY COUNTY, FL	
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OF 41	OF 41
PAGE 2848	

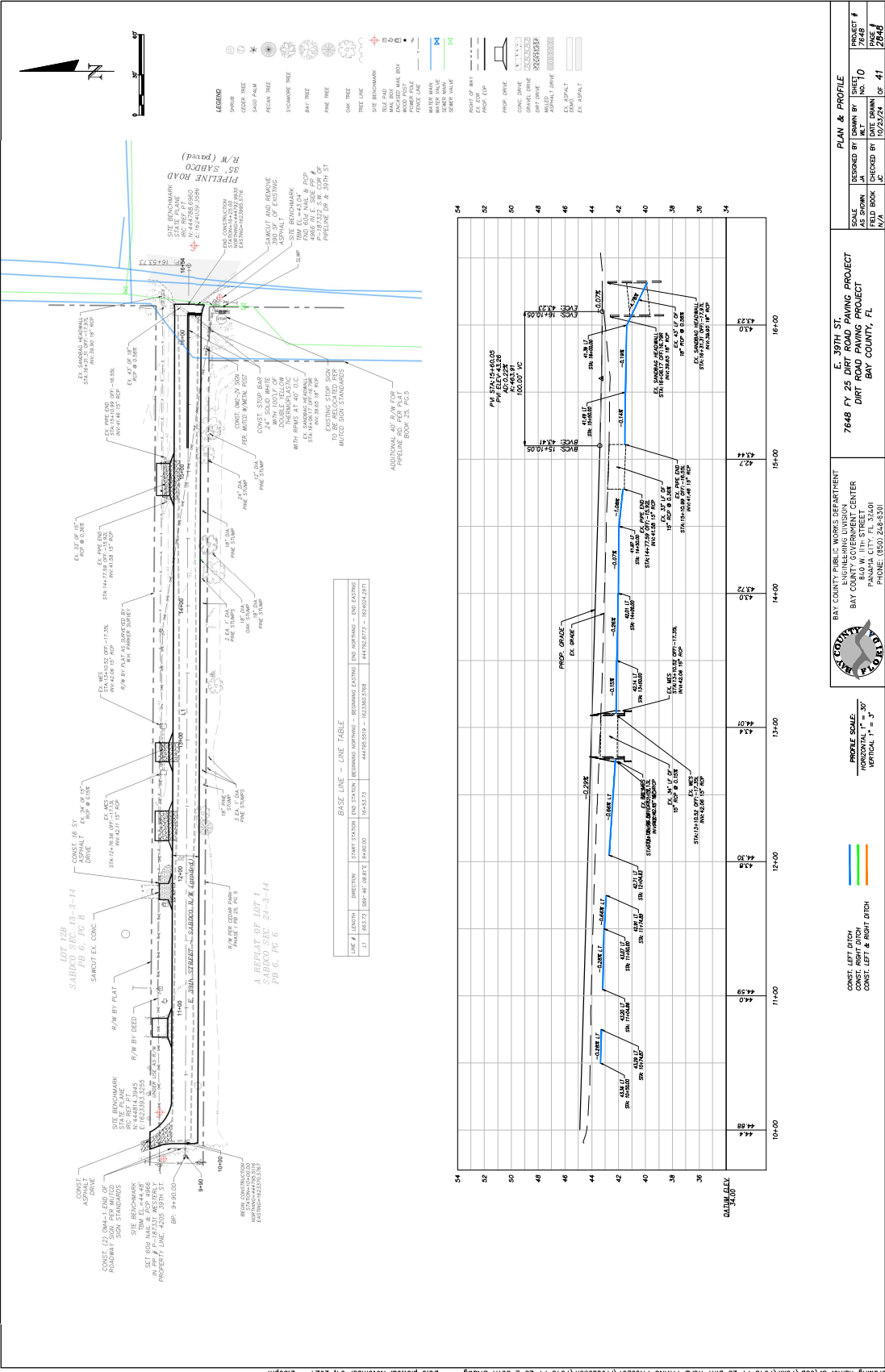


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BAY COUNTY ENGINEERING CENTER
1601 W. 11th STREET
PANAMA CITY, FL 32401
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7648 FY 25 DIRT ROAD PAVING PROJECT
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

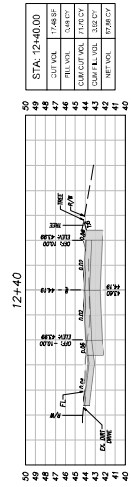
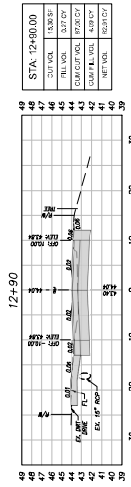
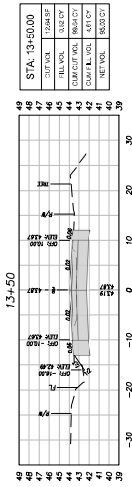
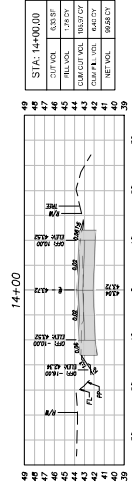
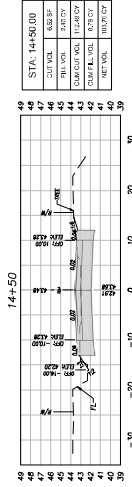
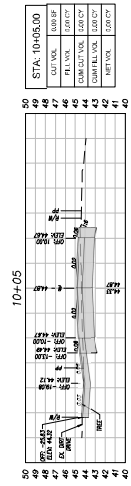
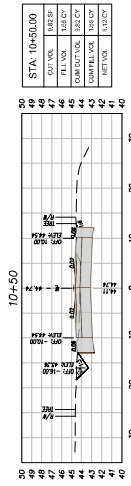
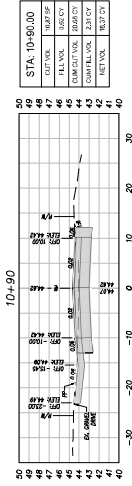
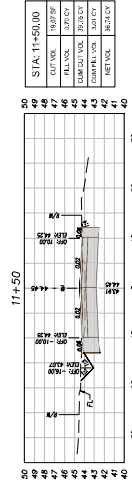
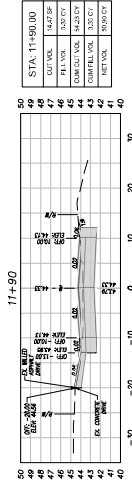
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FIELD BOOK	CHECKED BY	DATE DRAWN	PAGE
N/A	JC	10/23/24	41

See also the separate sheets for details of the roadway and drainage.



Drawing name: S:\C3D\76xk\7648 FY 25 DIRT ROAD PAVING PROJECT\Production\7648 FY 25 E 39TH ST.dwg ~ Date Plotted: November 04, 2024 ~ 2:55pm

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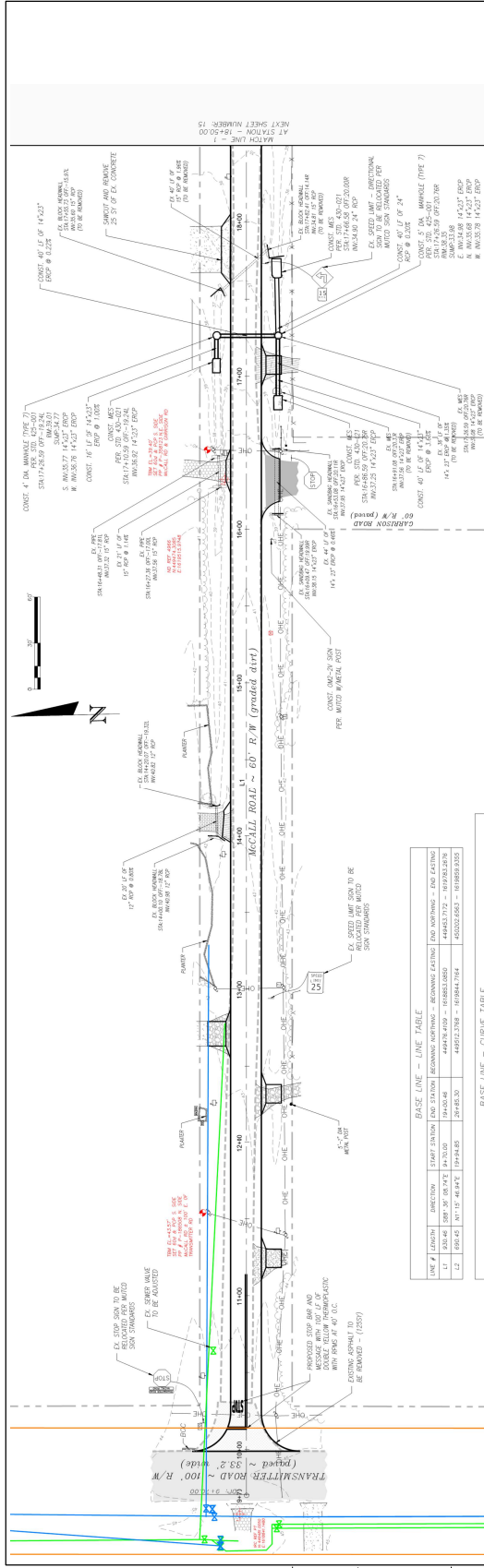


BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY COMMUNITY CENTER
160 W. 11th STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-1331

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

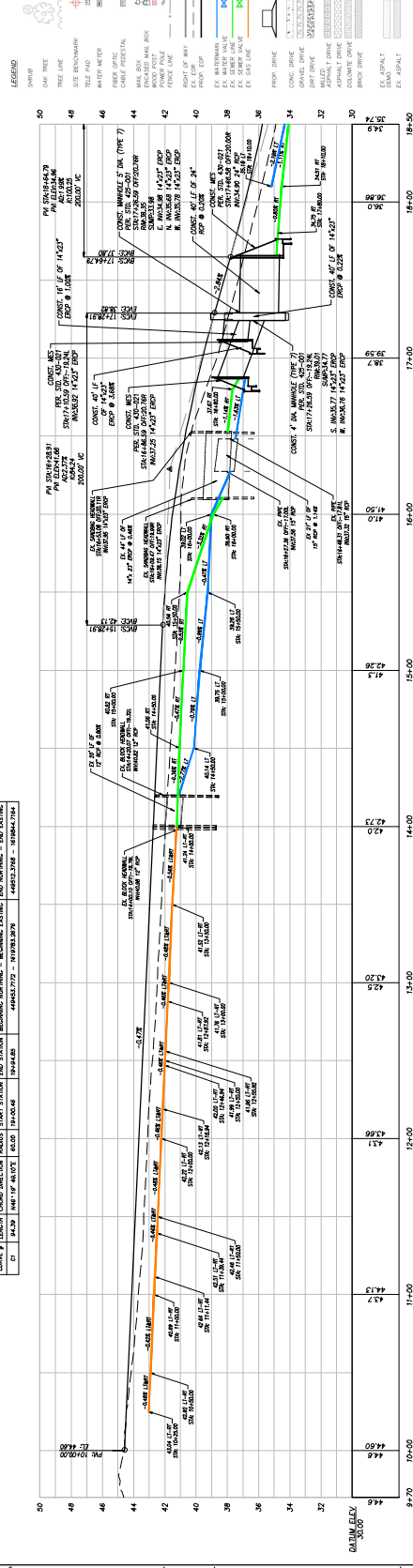
E. 39TH ST.
7648 FY 25 DIRT ROAD PAVING PROJECT
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

CROSS SECTIONS			
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10/23/24	10/23/24	10/23/24	7648
10/23/24	10/23/24	10/23/24	7648



LINE #	LENGTH	DIRECTION	START STATION	END STATION	BEGINNING NORTHING - BEGINNING EASTING	END NORTHING - END EASTING
L1	93.46	S08°55'45"E	9+70.00	10+00.00	444875.2168	444845.7172 - 1619383.2676
L2	690.45	N1°15'46.94"E	10+04.85	10+85.46	444951.2768	450202.5563 - 1619859.3935

BASE LINE - CURVE TABLE										
CURVE #	LENGTH	CHORD	DIRECTION	RADIUS	START STATION	END STATION	BEGINNING NORTHING	BEGINNING EASTING	END NORTHING	END EASTING
C1	94.39	N48°15'48.10"E		60.00	19+00.46	19+94.85	449453.772	-1119781.2678	449512.3768	-1619844.7164

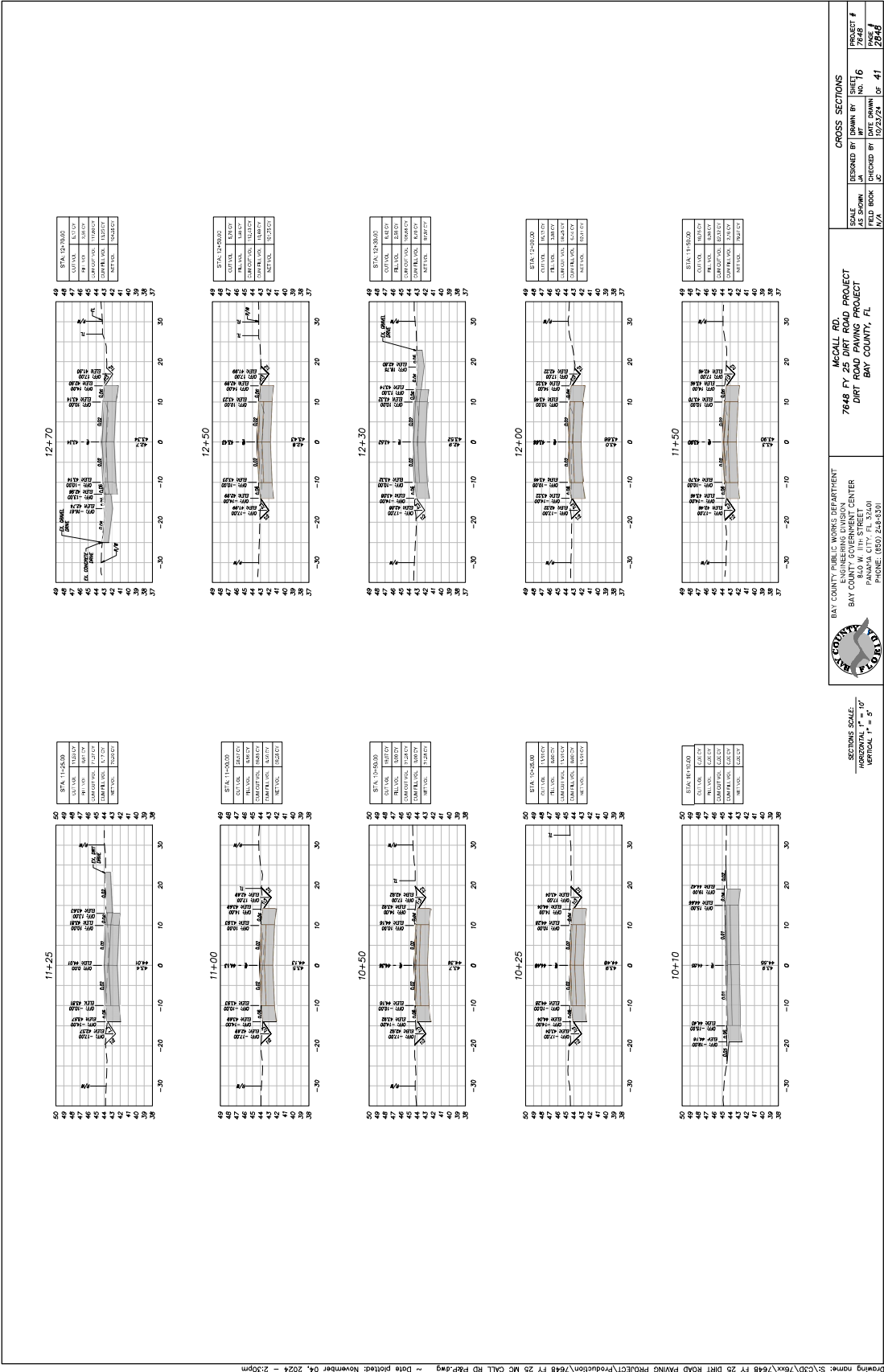


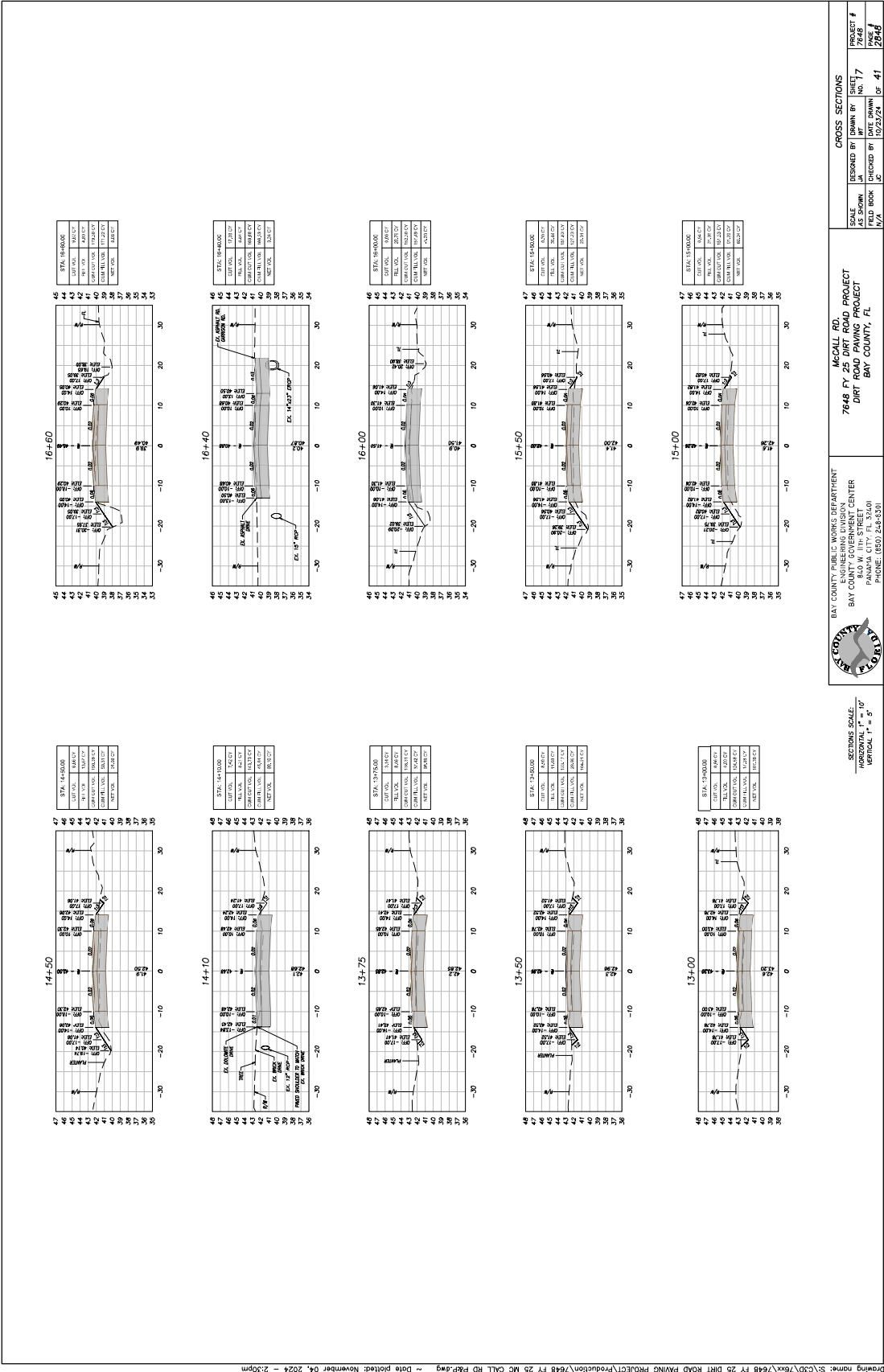
BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY GOVERNMENT CENTER
840 W. 11TH STREET
PANAMA CITY, FL 32401
PHONE: (850) 246-8301

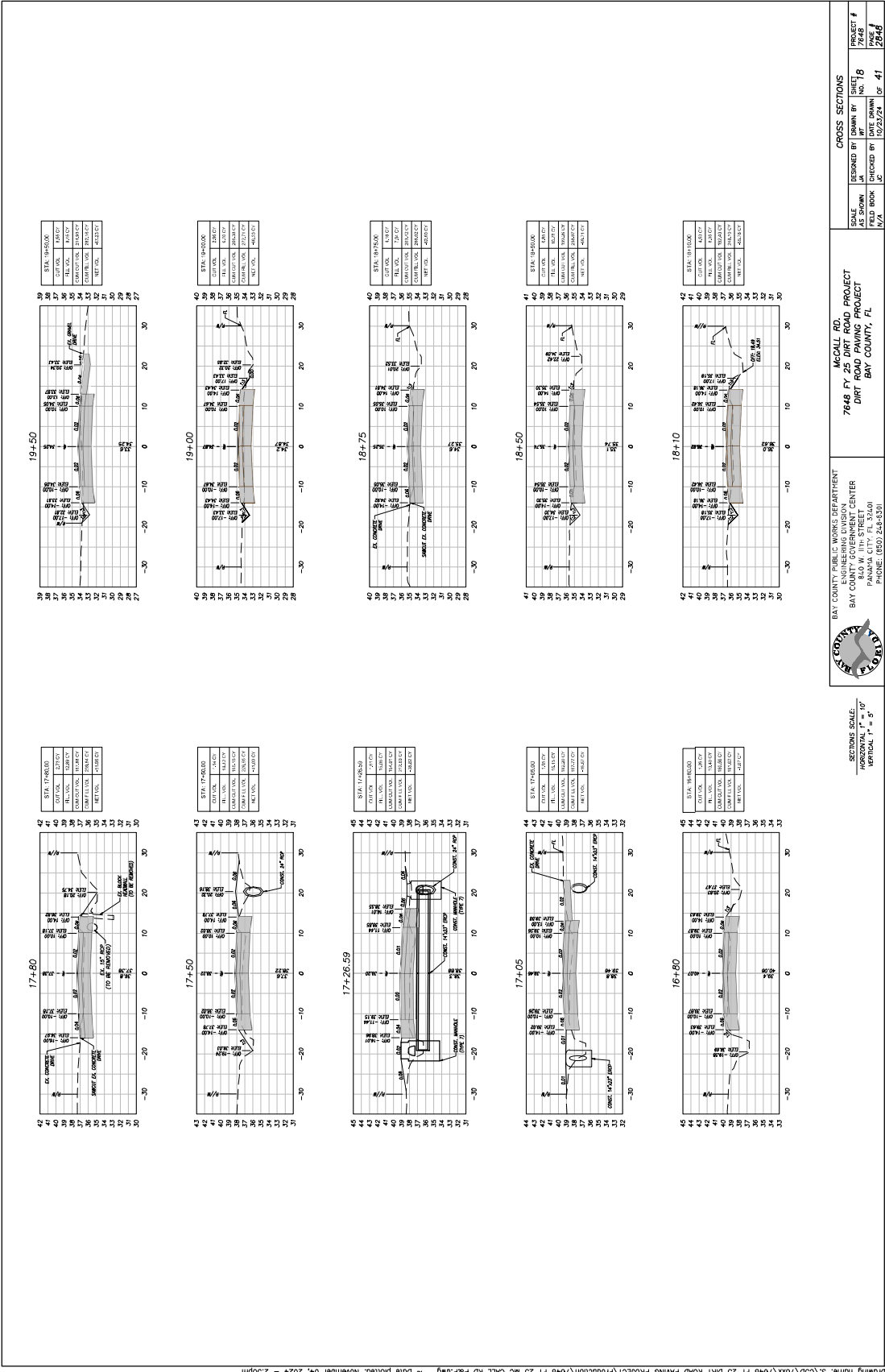
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DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

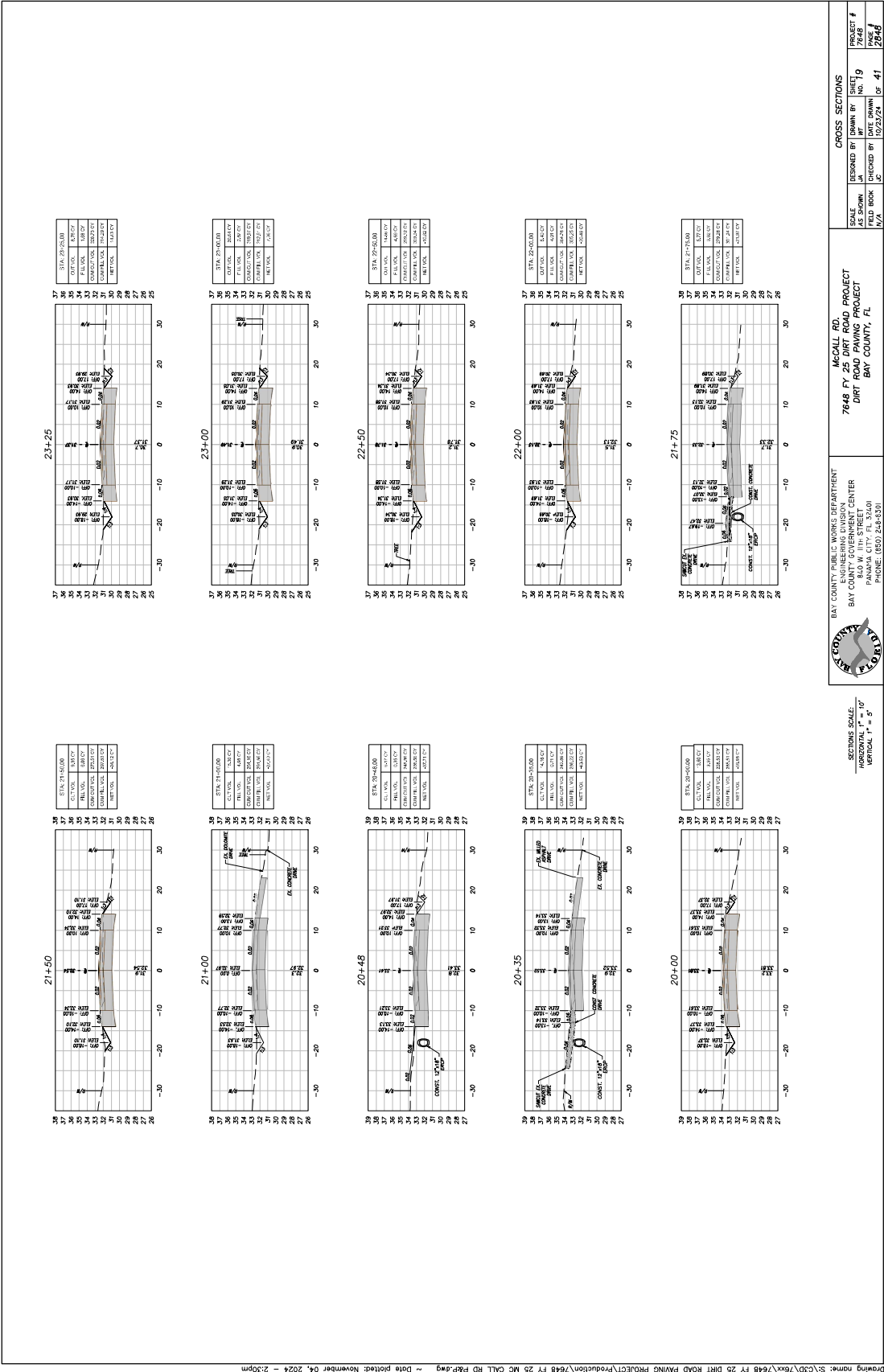
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	WT	
DATE	DATE DRAWN	OF 4
10/23/24	10/23/24	

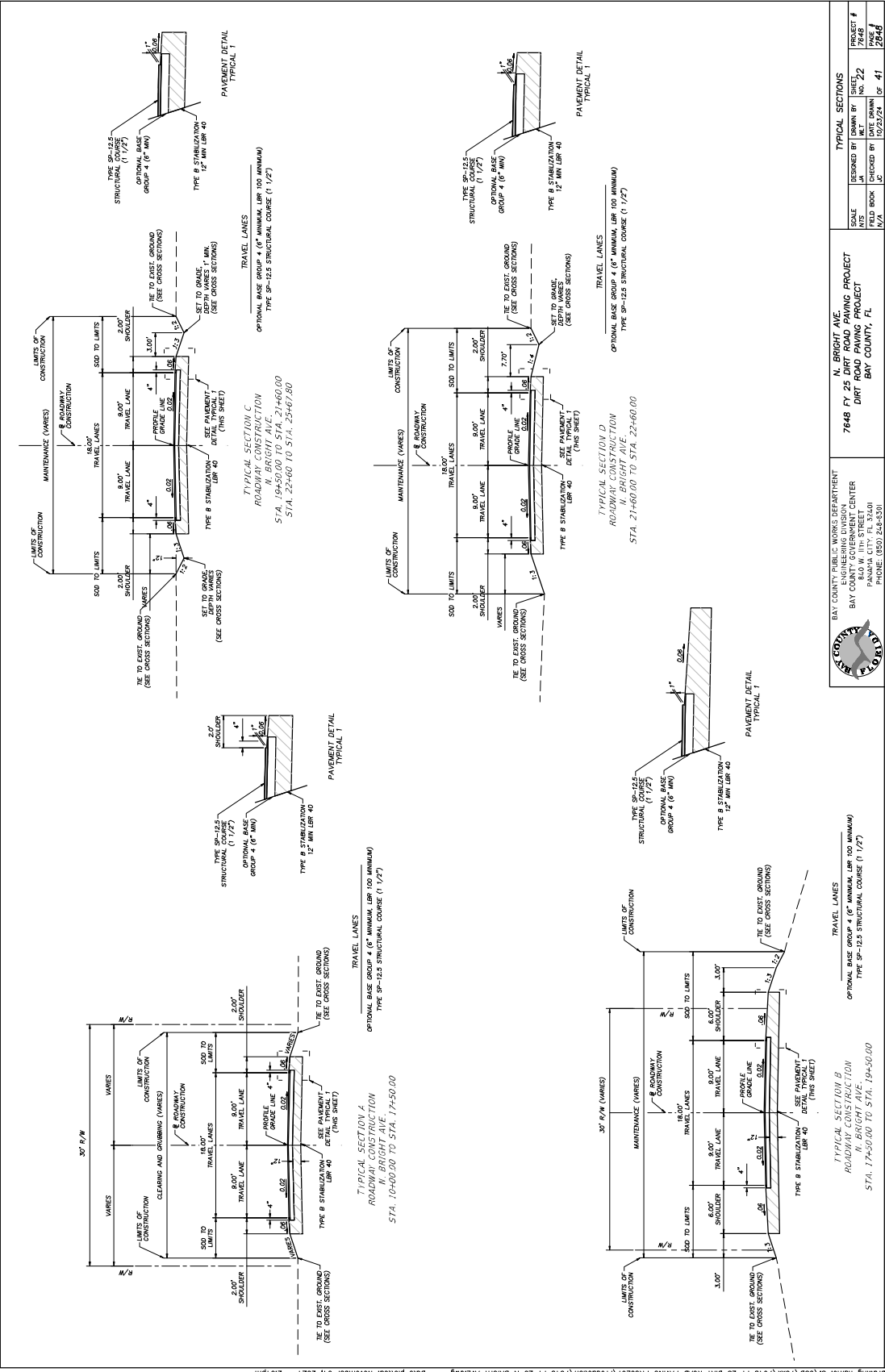
	PROJECT # 7648	PAGE # 2848
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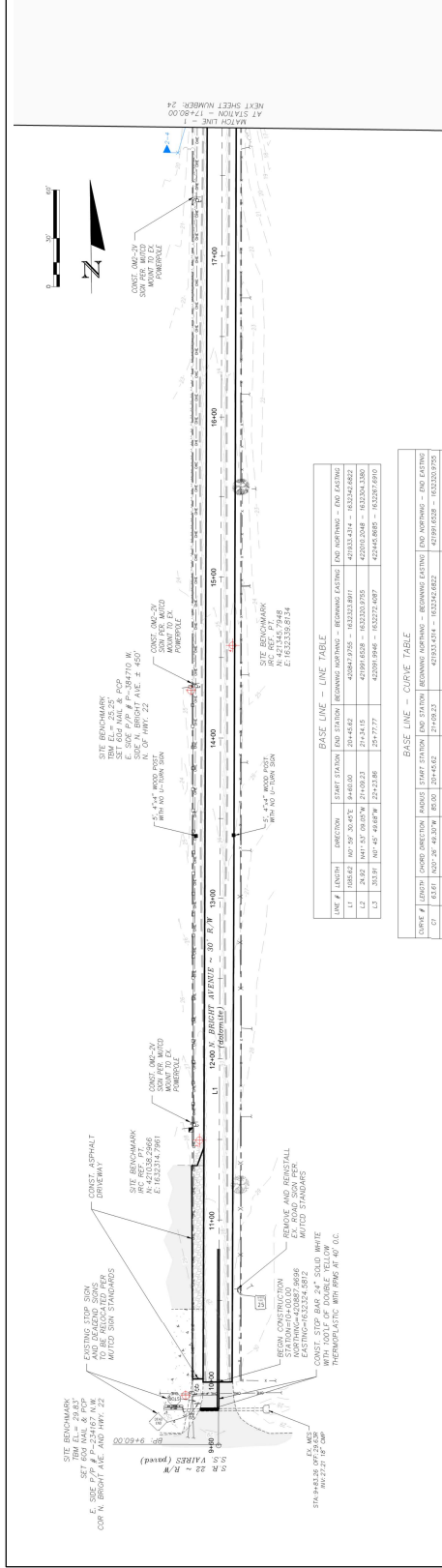






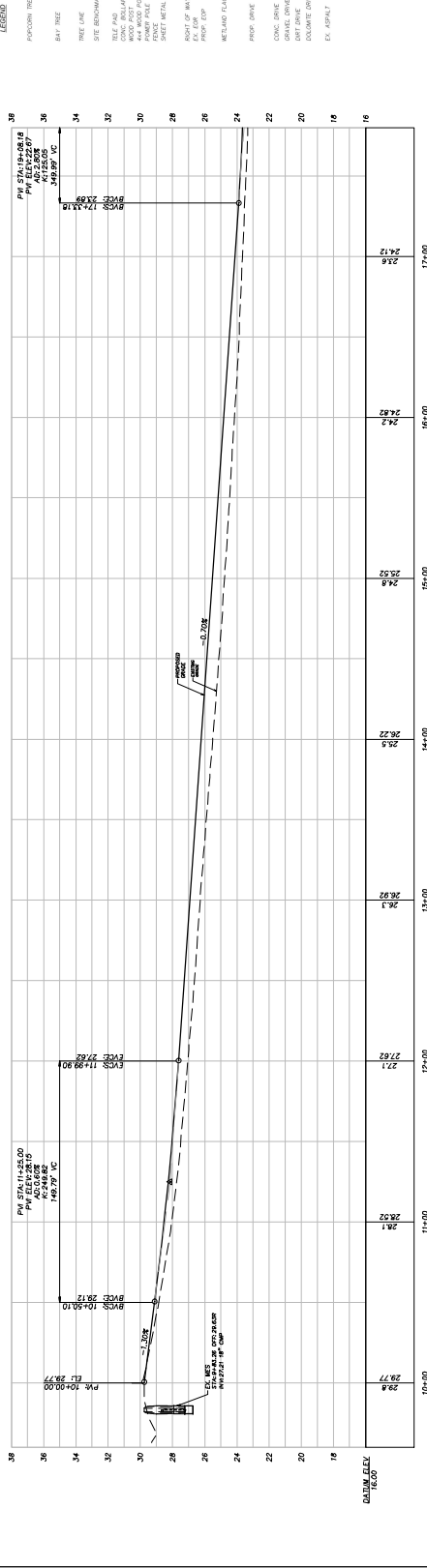


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Corrected Date: FY 25 DIRT ROAD PAVING PROJECT	
6/2/2024	
BAY COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BAY COUNTY ENGINEERING CENTER 340 W. 1TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-5331	
7648 FY 25 DIRT ROAD PAVING PROJECT DIRT ROAD PAVING PROJECT BAY COUNTY, FL	
TYPICAL SECTIONS	
DATE 10/23/24	DESIGNED BY N/A
DATE 10/23/24	CHECKED BY N/A
DATE 10/23/24	DATE DRAWN N/A
DATE 10/23/24	OF 41
DATE 10/23/24	PAGE 2848
N/A	



LINE #	LENGTH	DIRECTION	START STATION	END STATION	BEGINNING NORTHING	BEGINNING EASTING	END NORTHING	END EASTING
L1	1585.62	N07°59'30.45"E	9+40.00	20+45.62	430847.9755	-1633232.8911	471933.3314	-1632342.8852
L2	34.92	S441°53'09.05"W	21+09.23	29+34.15	420991.6528	-1632320.2785	422001.2048	-1632334.1380
L3	33.91	N05°45'49.68"W	22+21.86	29+77.77	422091.9946	-1632272.4087	422446.2680	-1632287.6910

BASE LINE = CURVE TABLE									
CURVE #	LENGTH	CHORD DIRECTION	RADIUS	START STATION	END STATION	BEGINNING CURVING	BEGINNING EASTING	END NORTHING	END EASTING
CT	63.61	N20° 26' 49.30" W	85.00	20 + 45.62	21 + 49.23	421933.4311	163324.6822	421991.6528	163320.9755
	69.71	N61° 18' 58.70" W	100.00	21 + 49.23	22 + 58.94	424010.9996	164212.0400	424099.9996	164212.0400



CONST. LEFT DITCH


CONST. RIGHT DITCH

CONST. LEFT & RIGHT DITCH

PROFILE SCALE:

HORIZONTAL 1" = 30'

VERTICAL 1" = 5'



BAY COUNTY PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

BAY COUNTY GOVERNMENT CENTER

810 W. 11th STREET

PANAMA CITY, FL 32401

PHONE: (904) 264-4301

PLAN & PROFILE

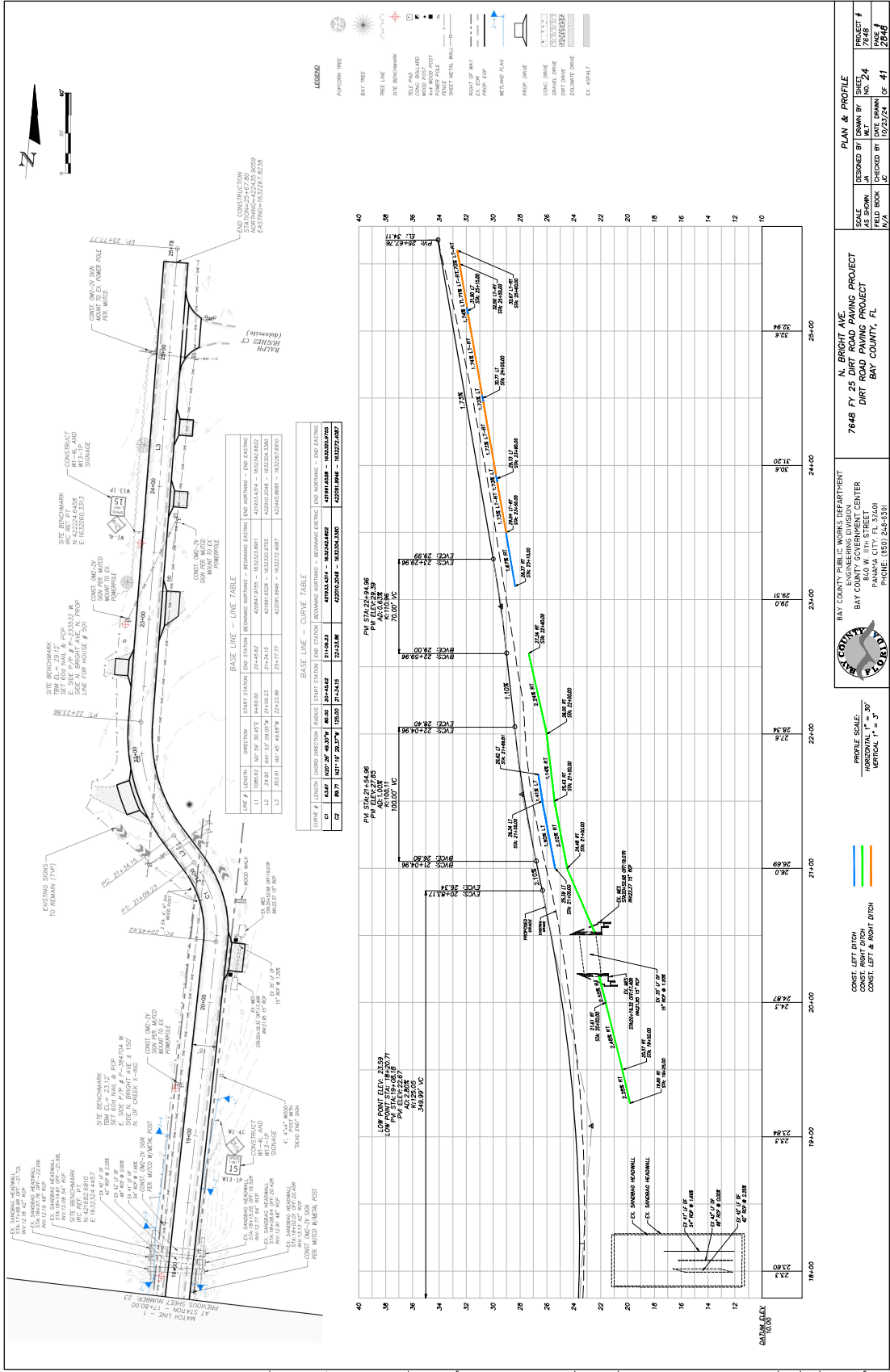
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AS SHOWN	JA	JA	NO. 23	7648
FIELD BOOK	CHECKED BY	DATE DRAWN	DATE	7648
	W/A	02/29/24	05/41	2846

7648 FY 25 DIRT ROAD PAVING PROJECT

DIRT ROAD PAVING PROJECT

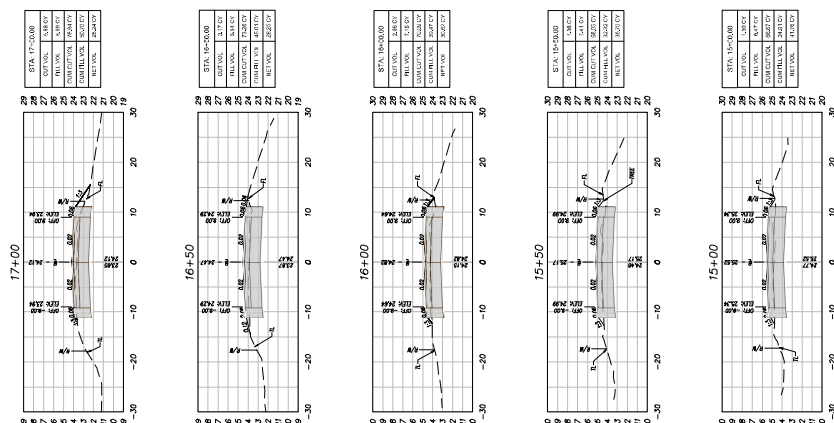
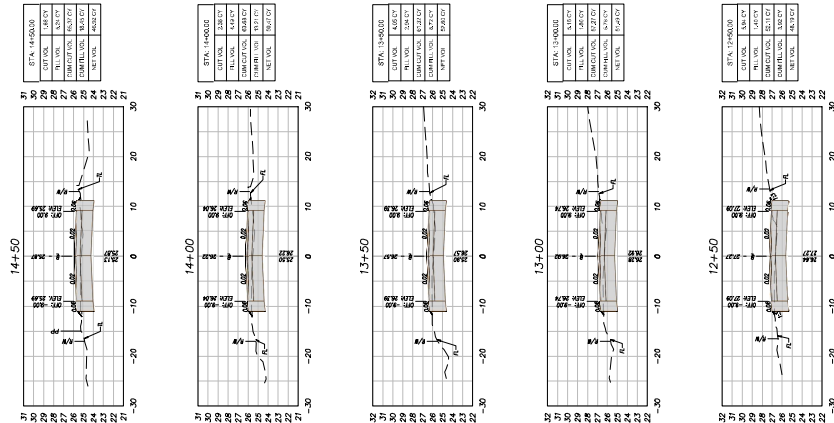
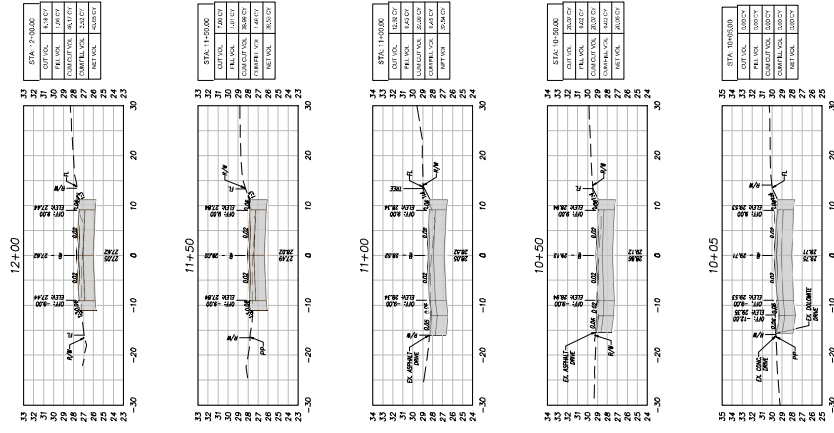
BAY COUNTY, FL

N. BRIGHT AVE.



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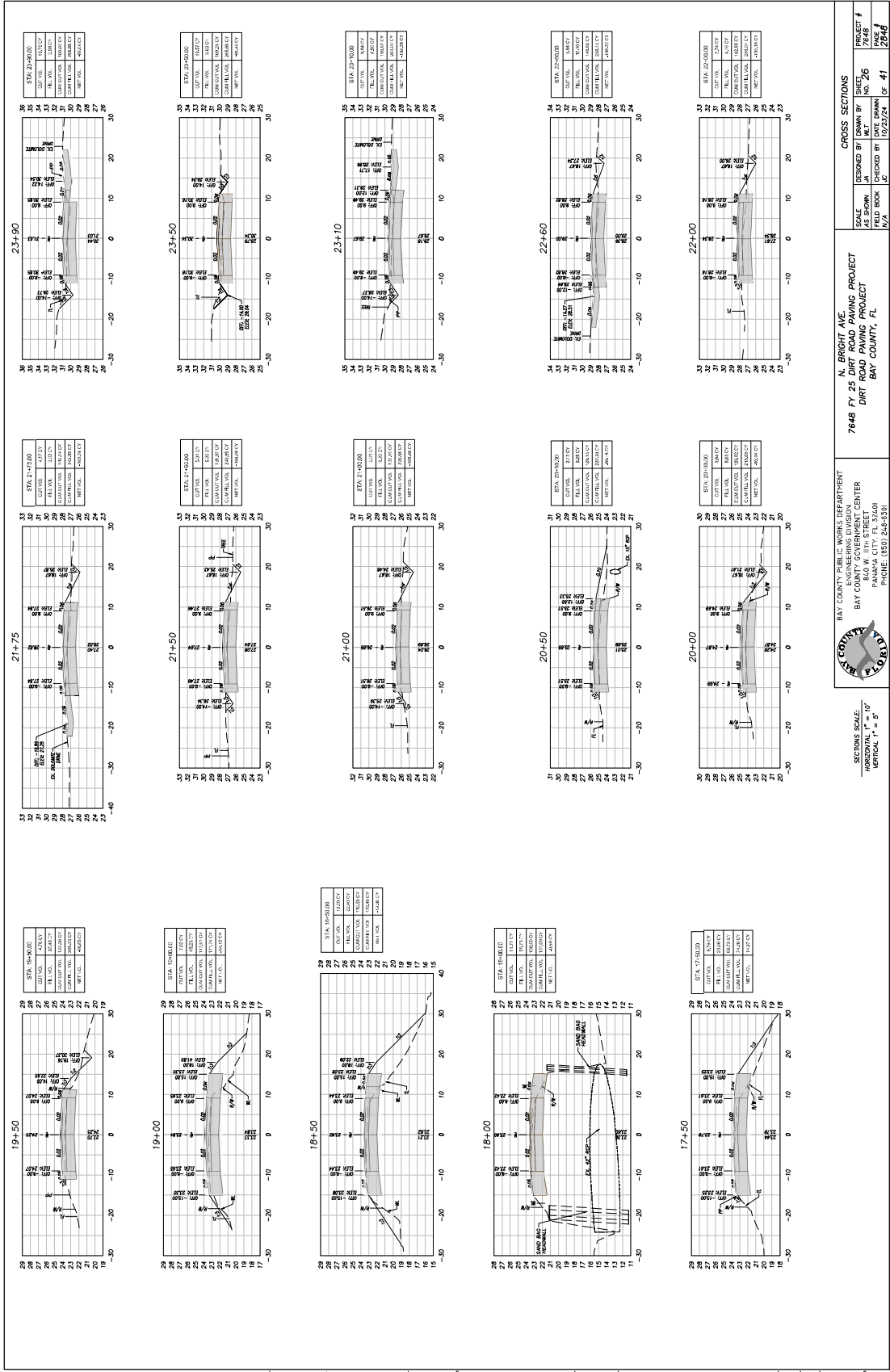


BAY COUNTY PUBLIC WORKS DEPARTMENT
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BAY COUNTY ENGINEERING CENTER
PANAMA CITY, FL 32401
PHONE: (850) 248-1531

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

7648 FY 25 DIRT ROAD PAVING PROJECT
N. BRIGHT AVE
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

CROSS SECTIONS
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 10/23/24
PAGE: 41



Drawing name: S:\CDD\76x\7648 FY 25 DIRT ROAD PAVING PROJECT\Production\7648 FY 25 N BRIGHT AVE.dwg ~ Date plotted: November 04, 2024 - 2:51pm

Correct Scale: 1" = 10'

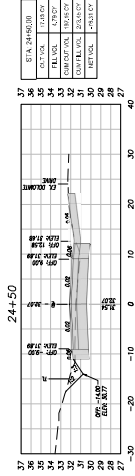
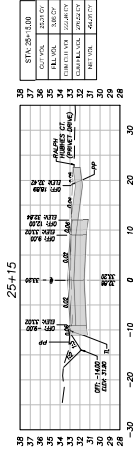
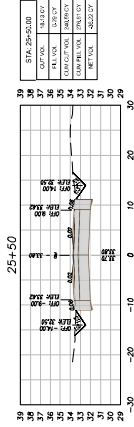
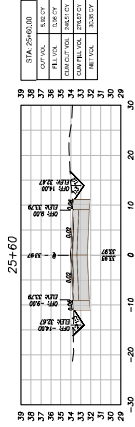
9/1/10

BAY COUNTY PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 BAY COUNTY COURTHOUSE CENTER
 PANAMA CITY, FL 32401
 PHONE: (904) 248-5331

7648 FY 25 DIRT ROAD PAVING PROJECT
DIRT ROAD PAVING PROJECT
 BAY COUNTY, FL

CROSS SECTIONS
 CHECKED BY: [Signature]
 DATE: 10/23/24
 OF 41

PROJECT # 7648
 PAGE 1



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

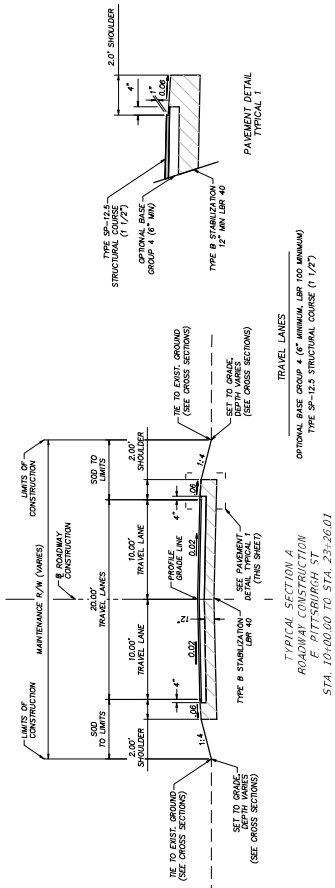



BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY ENGINEERING CENTER
1401 W. 11th STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-5331

N. BRIGHT AVE
7648 FY 25 DIRT ROAD PAVING PROJECT
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

CROSS SECTIONS	DESIGNED BY	DATE
DESIGNED BY	DATE	
CHECKED BY	DATE	
DATE	DATE	

PROJECT #	PAGE
7648	41





BAY COUNTY PUBLIC WORKS DEPARTMENT

ENGINEERING DIVISION

DESIGN CENTER

140 W. 1TH STREET

PANAMA CITY, FL 32401

PHONE: (904) 248-5331

7648 FY 25 DIRT ROAD PAVING PROJECT

DIRT ROAD PAVING PROJECT

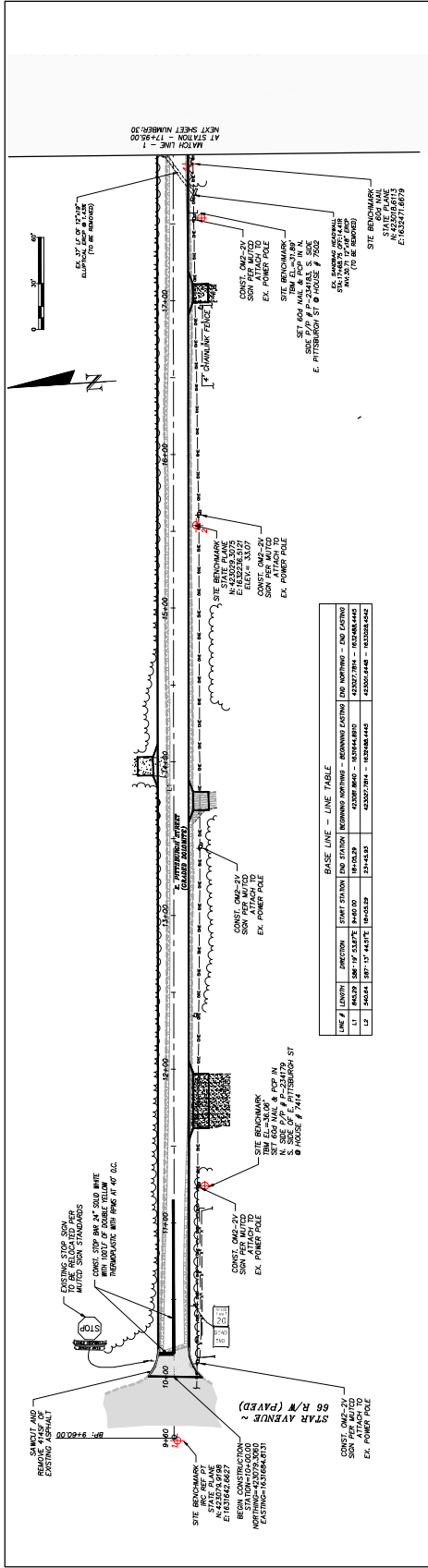
BAY COUNTY, FL

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AT BOOK	CHECKED BY	DATE DRAWN	PAGE
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OF 41			

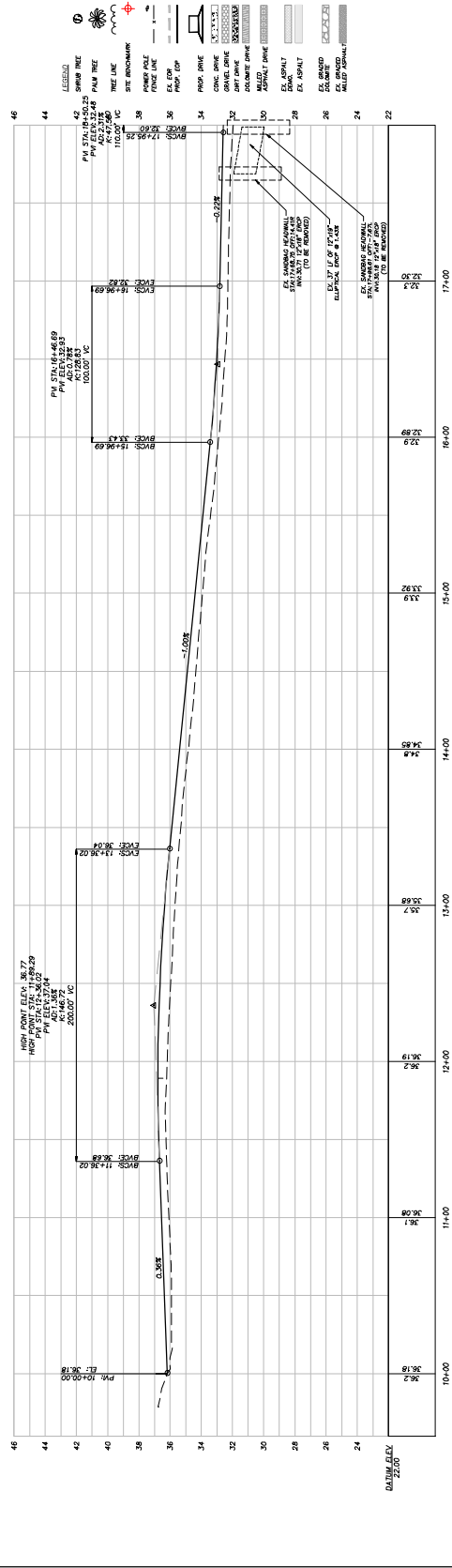
See Note 1 on page 2 of 4 for details.

Created: 04/04/2024 10:00:00 AM

04/01/2024



BASE LINE - LINE TABLE									
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2	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
3	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
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5	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
6	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
7	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
8	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
9	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29
10	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29	145.29



PLAN & PROFILE

DESIGNED BY: [Name]

DATE: [Date]

PROJECT #

7648 FY 25 DIRT ROAD PAVING PROJECT

DIRT ROAD PAVING PROJECT

BAY COUNTY, FL

ENGINEERING DIVISION

BAY COUNTY PUBLIC WORKS DEPARTMENT

100 W. 11th STREET

PANAMA CITY, FL 32401

PHONE: (904) 248-1331

PROFILE SCALE

HORIZONTAL 1" = 50'

VERTICAL 1" = 3'

CONST. LEFT DITCH

CONST. RIGHT DITCH

CONST. LEFT & RIGHT DITCH

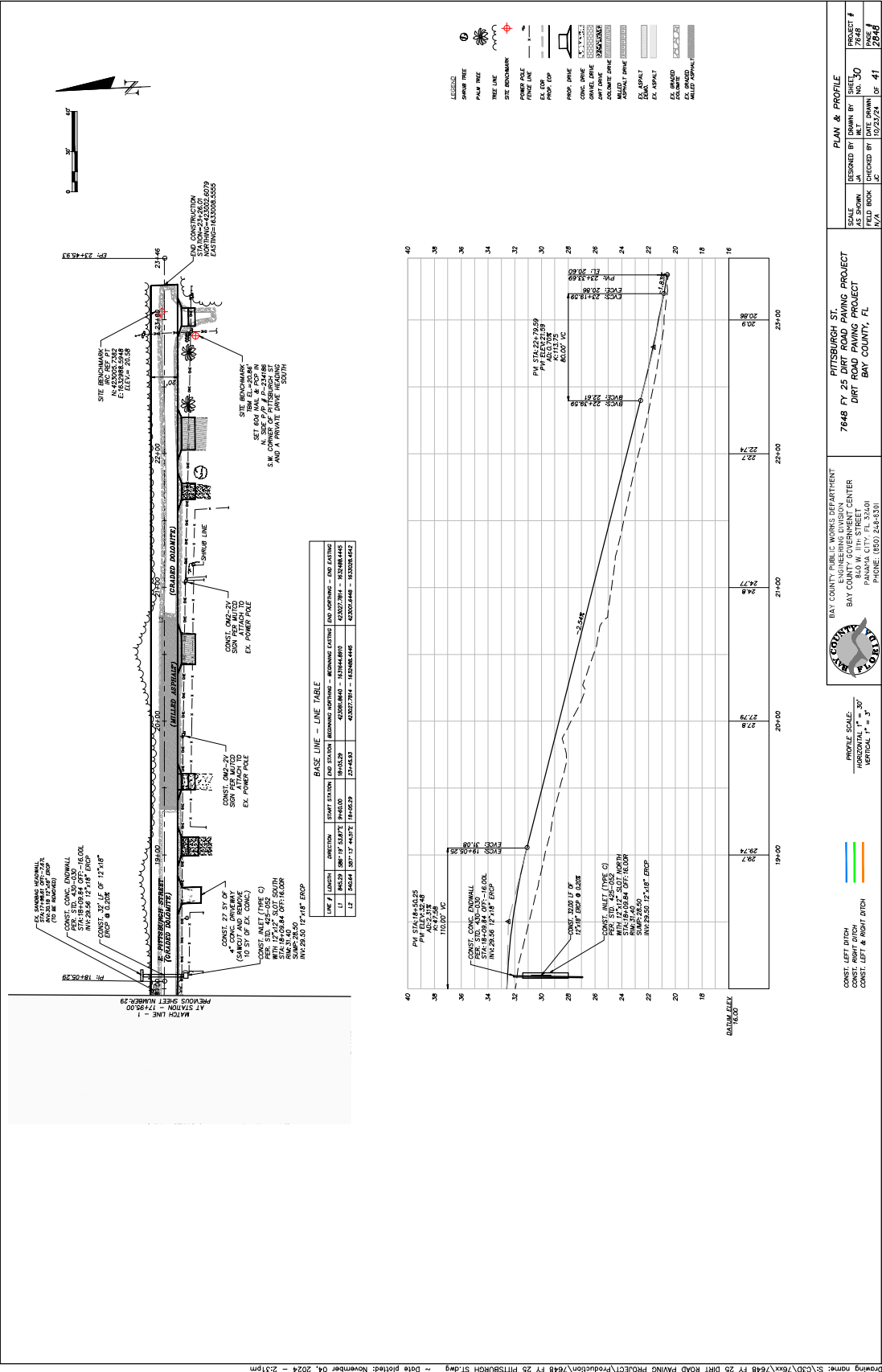
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PROJECT #

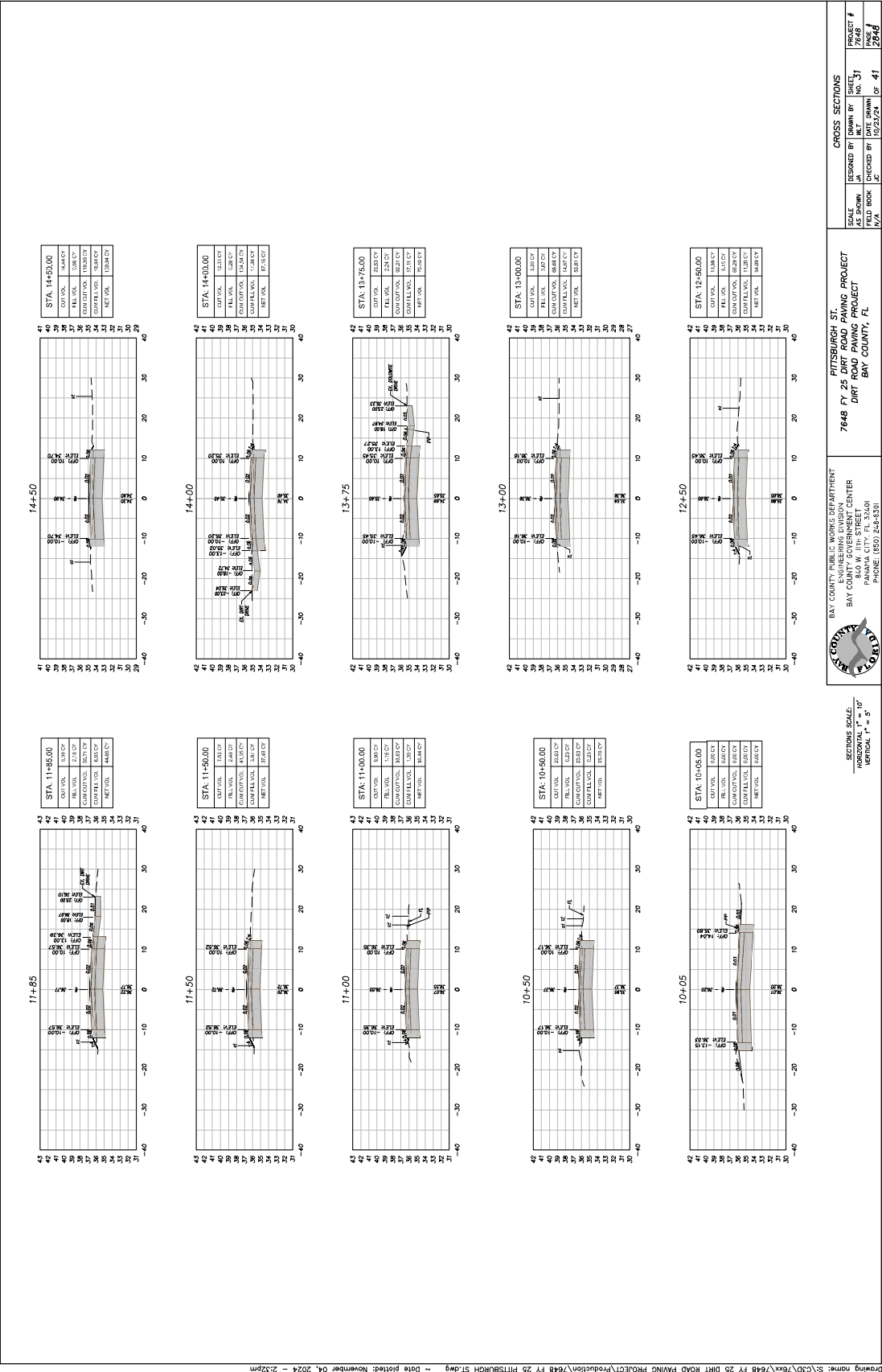
7648

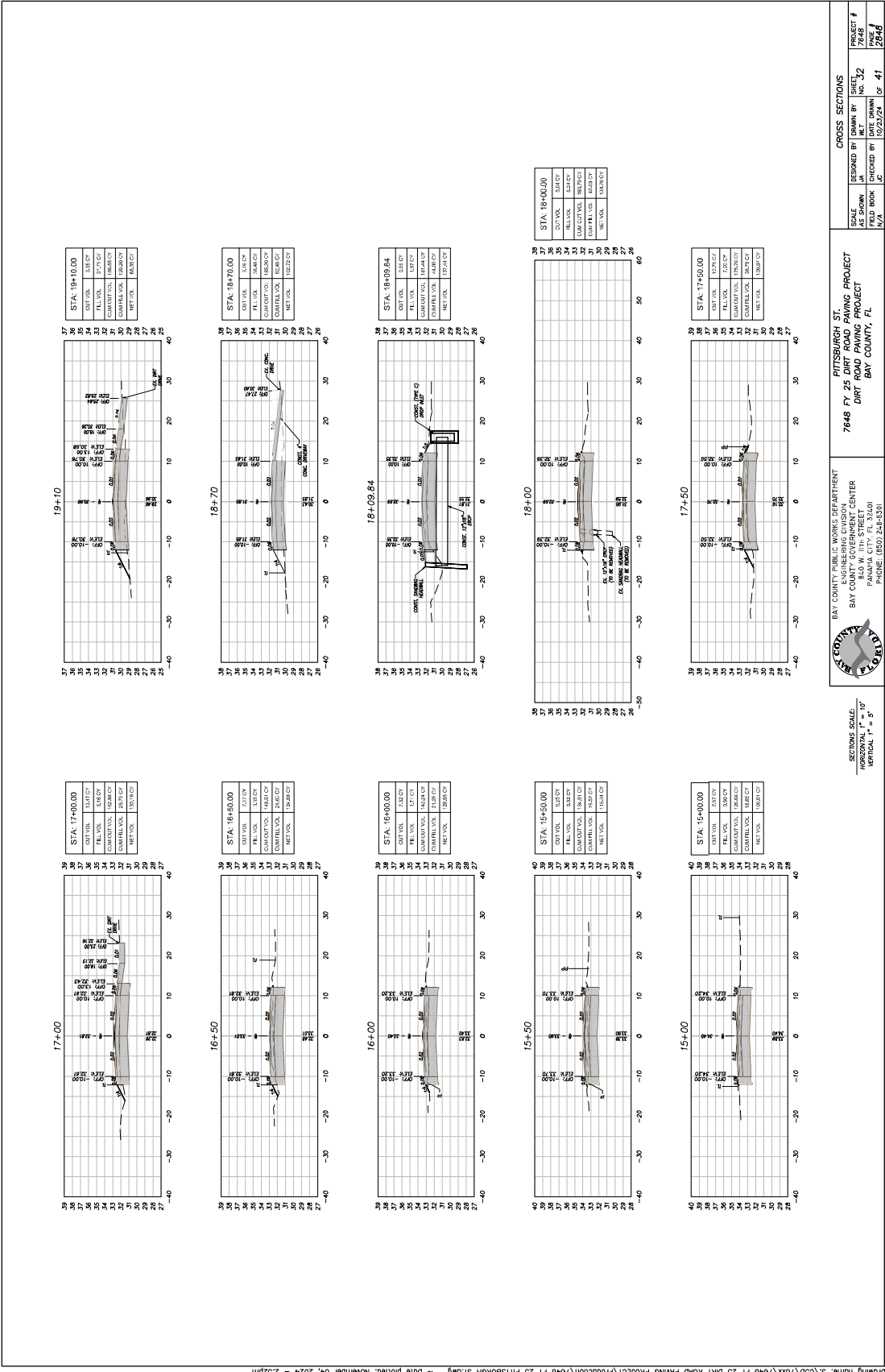
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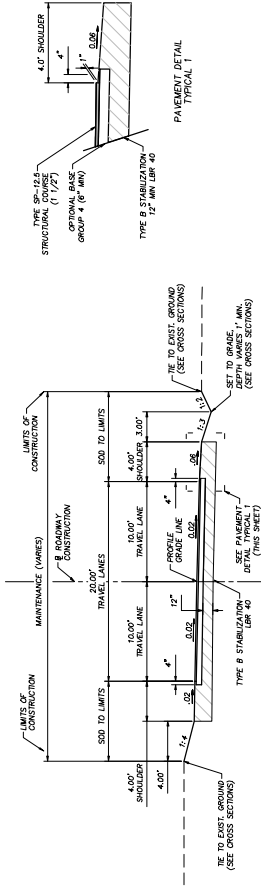
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C:\Users\Public\Documents\7648 FY 25 DIRT ROAD PAVING PROJECT



Drawing name: S:\CDD\76xx\7648 FY 25 DIRT ROAD PAVING PROJECT\Production\7648 FY 25 PITTSBURGH ST.dwg ~ Date plotted: November 04, 2024 - 2:31pm







OPTIONAL BASE GROUP 4 (6" MINIMUM LBR 100 MINIMUM)
TYPE SP-12.5 STRUCTURAL COURSE (1 1/2")

QUICK LIN.
STA. 10+00.00 TO STA. 16+51.10



BAY COUNTY PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
BAY COUNTY ENGINEERING CENTER
1601 W. 11th STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-5351

7648 FY 25 DIRT ROAD PAVING PROJECT
DIRT ROAD PAVING PROJECT
BAY COUNTY, FL

DATE	REVISION	BY	DATE	REVISION	BY
N/A	1	WJ	10/23/24	1	WJ
N/A	2	WJ	10/23/24	2	WJ

See also sheet 7648-1 for details and notes.



1. INSTALL FILL MATERIAL IN 6" MAX. LIFTS. COMPACT SUCH THAT THE SHOULDER IS FIRM AND UNIFORMING TO A FULL-SIZE PULP TRUCK PRIOR TO SOODING.
2. UNLESS OTHERWISE SHOWN, SLOD TYPE SHALL BE BAHIA.
3. SLOD BLOCKS SHALL BE SLOD FIVE PATTERN DETAIL SHOWN IN FOOT STANDARD PLANS (P' 201-22) DESIGNED UNDER INDEX 570-00.
4. CONTRACTOR SHALL RESTORE DISTURBED AREAS OUTSIDE THE LIMITS OF SHOULDER COURSE.
5. SHOULDER WORK AND SLOD TO BE COMPLETED PRIOR TO PLACEMENT OF THE SHOULDER COURSE.
6. WRAP SHOULDER WORK AROUND CORNERS, A ROADWAY AND DRIVEWAY INTERSECTIONS, ADJACENT TO COMPOSED ASPHALT PAVES.
7. CLIP REMOVE ANY EXISTING TURF FROM SHOULDER AS NECESSARY TO MEET REQUIREMENTS OF THE PAVING STRUCTURE.
8. REMOVE EXISTING PAVING FROM SHOULDER TO ALLOW FOR PAVING OF SHOULDER.



1. INTERSECTING ROADS TO HAVE A 3' PAVED APRON UNLESS A LONGER APRON IS DIRECTED BY THE ENGINEER
2. INTERSECTING PAVED DRIVEWAYS (ASPHALT OR CONCRETE) TO HAVE A 3' MIN TO 6' MAX PAVED APRON AS DIRECTED BY THE ENGINEER
3. UNPAVED DRIVEWAYS TO HAVE A 1' TO 3' PAVED APRON UNLESS OTHERWISE DIRECTED BY THE ENGINEER
4. FOR DISBURSED DRIVEWAYS AND COMMERCIAL MATERIAL AS DIRECTED BY THE ENGINEER TO TRANSFER APRON TO EXISTING ROADBED. COMMERCIAL MATERIAL IS TO BE PROCESSED TO ASPHALT COMPACT MASSES
5. MAXIMUM CHANGE IN SLOPE AT DRIVEWAYS IS 12 PERCENT (SEE SECTION A-4-A)




- NOTE: PROPOSED WEARING SURFACE AND CONIC COLLAR THICKNESS MAY VARY ACCORDING TO EXIST. CONDITIONS.

- [illegible]



- NOTES:
1. USE WHEN INLET IS REQUIRED TO BE RAISED 1" OR WHEN INLET IS IN WHEEL PATH.
 2. INLET BOX MUST BE IN GOOD CONDITION (REPLACE IF OTHERWISE)
 3. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT IF BOX IS DAMAGED DURING MODIFICATION.
- STORM DRAIN STRUCTURE ADJUSTMENT

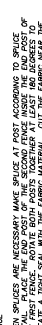
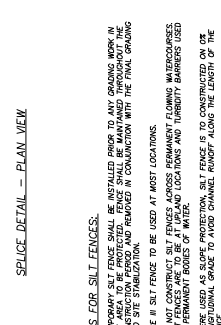
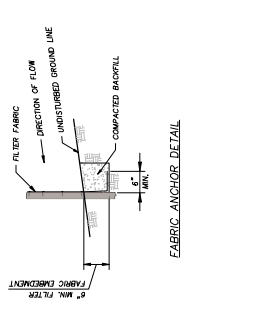
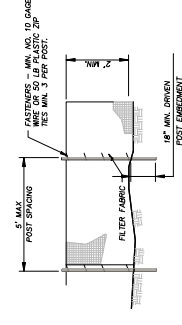
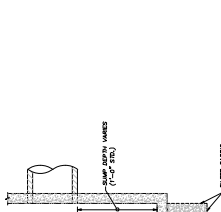
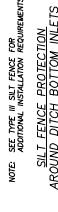
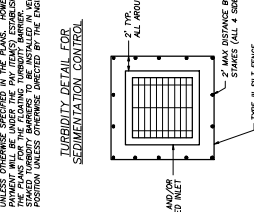
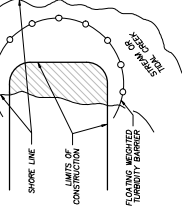
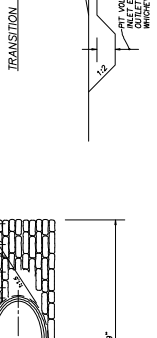
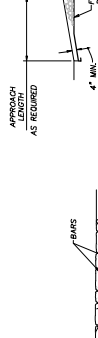
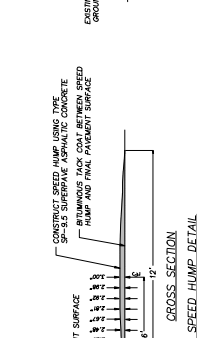
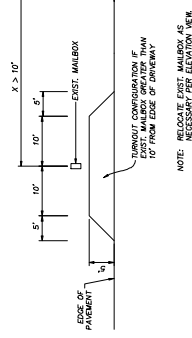
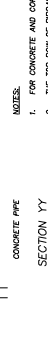
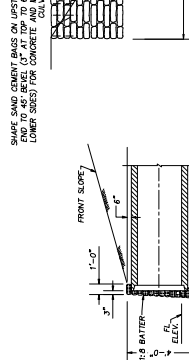
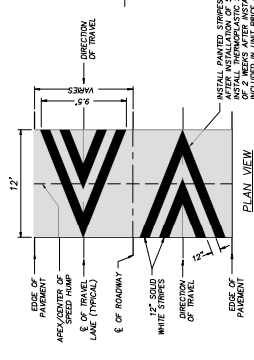
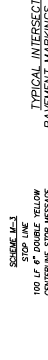
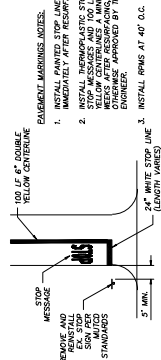


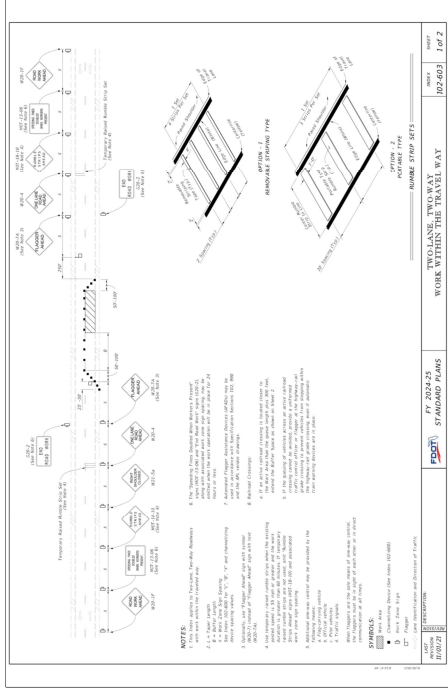
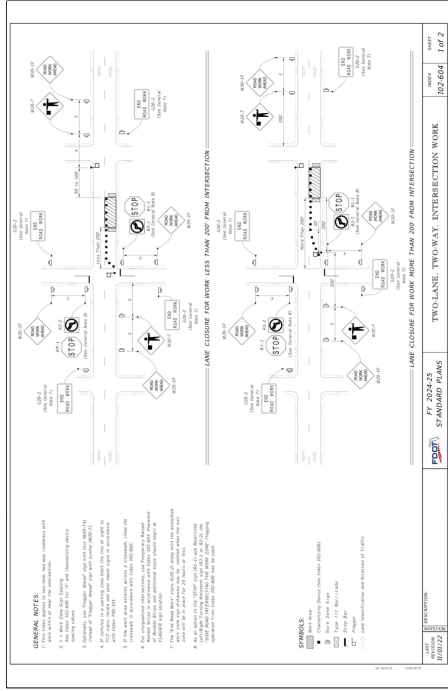
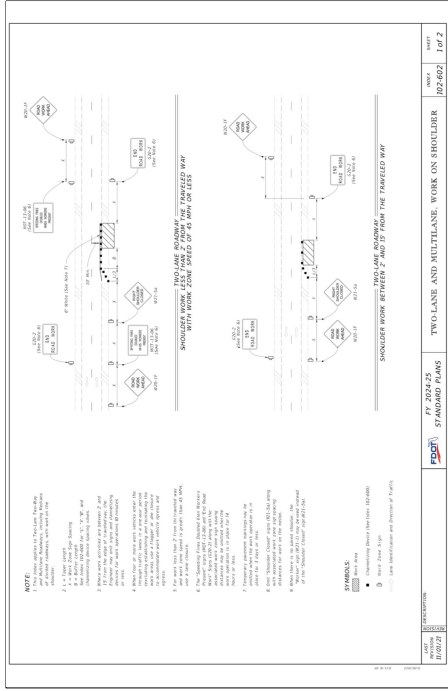


BAY COUNTY PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION
 BAY COUNTY GOVERNMENT CENTER
 840 W. 11th STREET
 PANAMA CITY, FL 32401
 PHONE: (850) 248-2001

7648 FY 25 DIET ROAD PAVING PROJECT
DIET ROAD PAVING PROJECT
BAY COUNTY, FL

DETAILS 01			
SCALE	DESIGNED BY	DRAWN BY	PROJECT #
AS SHOWN	JAB	MLT	7648
FIELD BOOK	CHECKED BY	DATE DRAWN	PAGE #
N/A	JAC	10/24	41
			2848





1. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (1) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
2. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (2) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
3. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (3) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
4. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (4) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
5. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (5) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (6) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
7. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (7) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
8. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (8) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
9. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (9) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
10. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (10) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
11. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (11) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
12. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (12) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
13. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (13) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
14. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (14) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
15. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (15) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
16. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (16) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
17. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (17) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
18. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (18) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
19. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (19) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.
20. THE CONTRACTOR SHALL HAVE AVAILABLE AND POSTED AT THE FIRST STAGING PLANS BY 7:00 PM - (20) 20' EARTH RETENTION TO BE BUILT ON EXISTING EXPOSED BROWN CLAY.

 <p>BAY COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 340 W. 11th STREET PANAMA CITY, FL 32380 PHONE: (904) 244-6041</p>	7648 FY 25 DIRT ROAD PAVING PROJECT DIRT ROAD PAVING PROJECT BAY COUNTY, FL		MOT DETAILS			
	SCALE AS SHOWN	DESIGNED BY JA	DRAWN BY MT	SHEET NO. 40	PROJECT # 7648	
	FIELD BOOK N/A	CHECKED BY JS	DATE DRAWN 02/27/24	DATE 7/26/24	BY 2048	
	Be sure to add sheet number to the end of the project name.					

EXHIBIT 4
CONTRACTOR'S RESPONSE TO ITB 25-20

ADDENDUM 3 REVISED BID FORM
ITB NO: 25-20

This proposal of Anderson Columbia Co. Inc., hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as 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.

Contractor 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 Twenty Eight Thousand seven Hundred Forty Five & 7/8
(Words)

(\$ 1,228,745.75)

Submitted By: Anderson Columbia Co. Inc.
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: L. Eugene Strickland
Name of Individual Who Prepared This Bid

Contact Email: gene.strickland@andersoncolumbia.com

Address: 2316 Hwy 71 Marianna, FL 32448

Phone: 850-526-4400

Contractor's License No. CGC - 1520954


Signature of Authorized Representative of Firm/Contractor

1/15/2025
Date

SEAL: (If bid is by Corporation)

ADDENDUM 3 REVISED BID FORM (Con't) ITB NO: 25-20

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
0101-1	MOBILIZATION	LS	99553.74	1.0	\$99,553.74
0102-1	MAINTENANCE OF TRAFFIC	LS	39043.18	1.0	\$39,043.18
0102-3-RAP	COMMERCIAL MATERIAL FOR DRIVEWAYS - RECYCLED ASPHALT PAVEMENT (RAP) MATERIAL ONLY	CY	103.99	203.3	\$21,141.17
0104-10-3	SEDIMENT BARRIERS	LF	2.61	10745.0	\$28,044.45
0104-18	INLET PROTECTION SYSTEM	EA	189.37	29.0	\$5,491.73
0110-1-1	CLEARING AND GRUBBING	LS	44857.03	1.00	\$44,857.03
0110-4-10	REMOVAL OF EXISTING CONCRETE	SY	73.96	103.0	\$7,617.88
0110-7-1	MAILBOX, F&I SINGLE	EA	315.62	26.0	\$8,206.12
0120-1	REGULAR EXCAVATION	CY	29.4	2405.0	\$70,707.00
0120-2-2	BORROW EXCAVATION, TRUCK MEASURE	CY	5.05	246.0	\$1,242.30
0120-6	EMBANKMENT	CY	25.22	1001.4	\$25,255.31
0160-4	TYPE B STABILIZATION	SY	4.49	19636.1	\$88,166.09
0285-704	OPTIONAL BASE, BASE GROUP 04 (MIN 6", MIN LBR 100)	SY	16.94	15791.8	\$267,513.09
0334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	183.42	1464.4	\$268,600.25
0425-1-521	INLETS, DT BOT, TYPE C, <10'	EA	6728.1	1.0	\$6,728.10
0425-2-41	MANHOLES, P-7, <10'	EA	8095.14	2.0	\$16,190.28
0430-175-115	PIPE CULVERT, RCP, ROUND, 15" S/CD	LF	146.16	24.0	\$3,507.84
0430-175-118	PIPE CULVERT, RCP, ROUND, 18" S/CD	LF	123.34	96.0	\$11,840.64
0430-175-124	PIPE CULVERT, RCP, ROUND, 24" S/CD	LF	177.09	40.0	\$7,083.60
0430-175-215	PIPE CULVERT, ERCP, ELLIPTICAL, 15" S/CD	LF	193.24	154.0	\$29,758.96

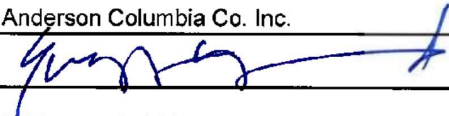
0430-175-218	PIPE CULVERT, ERCP, ELLIPTICAL, 18" S/CD	LF	186.65	96.0	\$17,918.40
0430-515-102	STRAIGHT CONCRETE ENDWALL, 15", SINGLE, 0 DEGREES, ELLIPTICAL	EA	4623.59	3.0	\$13,870.77
0430-984-123	MITERED END SECTION, RCP, 15" SD	EA	2636.96	2.0	\$5,273.92
0430-984-125	MITERED END SECTION, RCP, 18" SD	EA	2616.6	5.0	\$13,083.00
0430-984-129	MITERED END SECTION, RCP 24", SD	EA	3013.57	1.0	\$3,013.57
0430-984-623	MITERED END SECTION, ERCP, ELLIPTICAL, 15" SD	EA	2743.83	8.0	\$21,950.64
0430-984-625	MITERED END SECTION, ERCP, ELLIPTICAL, 18" SD	EA	2769.28	2.0	\$5,538.56
0522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	209.81	92.0	\$19,302.52
0527-2	DETECTABLE WARNINGS	SF	45	10.0	\$450.00
0570-1-3	PERFORMANCE TURF, SOD AND SOIL- SHOULDER TREATMENT INDEX 570-010	SY	5.77	9673.2	\$55,814.36
1080-21-500	UTILITY FIXTURE, VALVE/METER BOX, ADJUST	EA	1549.22	2.0	\$3,098.44
0700-1-11	SINGLE POST SIGN, F&I, GROUND MOUNT, UP TO 12 SF	AS	536.55	6.0	\$3,219.30
0700-1-11-P	SINGLE POST SIGN, F&I, GROUND MOUNT, POST ONLY FOR OBJECT MARKER, TYPE 2	AS	31.56	6.0	\$189.36
0700-1-50	SINGLE POST SIGN, RELOCATE	AS	189.37	18.0	\$3,408.66
0705-10-2	OBJECT MARKER, TYPE 2	AS	94.69	20.0	\$1,893.80
0706-1-3	RAISED PAVEMENT MARKER, TYPE B	EA	15.15	64.0	\$969.60
0710-11-105	PAINTED PAVEMENT MARKINGS, WHITE, SOLID, 24" FOR STOP LINE	LF	6.31	94.0	\$593.14
0710-11-201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1893.73	0.3	\$573.80
0711-11-105	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	25.25	94.0	\$2,373.50
0711-11-160	THERMOPLASTIC, STANDARD WHITE, MESSAGE	EA	315.62	4.0	\$1,262.48
0711-11-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	14518.59	0.3	\$4,399.13
Sum of Total Prices (Lump Sum Base Bid)				\$	\$1,228,745.71

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. <u>1</u>	DATED <u>12/2/2024</u>
ADDENDUM NO. <u>2</u>	DATED <u>12/23/24</u>
ADDENDUM NO. <u>3</u>	DATED <u>12/26/24</u>
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: Anderson Columbia Co. Inc.

Authorized Signature: 

Printed Name: Mr Eugene Strickland

Title: Vice President

Date: 1/15/2025

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

Call (850) 248-8270 or email Purchasing@baycountvfl.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)
L. Eugene Strickland, who, after being first duly sworn, deposes
and says of his or her personal knowledge the following:

1. Affiant is the (Title) Vice President of (Business Name)
Anderson Columbia Co. 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 15th day of January, 2024-2025

[Signature]
Signature of Affiant
L. Eugene Strickland
Printed Name of Affiant

STATE OF Florida
COUNTY OF Jackson

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐
online notarization, this 15th day of January, 2024, by
L. Eugene Strickland 2025

Personally Known OR Produced Identification
Type of Identification Produced _____
[Signature]
(Notary Signature)

(SEAL)



KEVIN BUCHANAN
Commission # HH 371952
Expires July 8, 2027

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

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

1. Affiant is the (Title) Vice President of (Business Name)
Anderson Columbia Co. 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 15th day of January, 2024.

[Signature]
Signature of Affiant

L. Eugene Strickland
Printed Name of Affiant

STATE OF Florida

COUNTY OF Jackson

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐
online notarization, this 15th day of January, 2024, by L. Eugene Strickland
2025

Personally Known OR Produced Identification

Type of Identification Produced _____

[Signature]
(Notary Signature)

(SEAL)

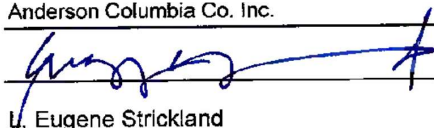


KEVIN BUCHANAN
Commission # FH 371952
Expires July 8, 2027

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: Anderson Columbia Co. Inc.

Authorized Signature: 

Printed Name: L. Eugene Strickland

Title: Vice President

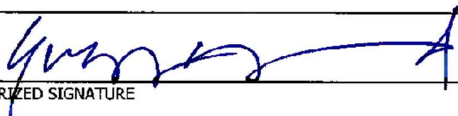
Date: 1/15/25

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Contractor Name: Anderson Columbia Co. Inc.
Contractor FEIN: 59-2871935
Contractor's Authorized Representative Name and Title: L. Eugene Strickland - Vice President
Address: 2316 HWY 71
City: Marianna State: FL ZIP: 32448
Phone Number: 850-526-4400
Email Address: gene.strickland@andersoncolumbia.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 Contractor 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: L. Eugene Strickland - Vice President
Date: 1/15/25

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 _____ ✓

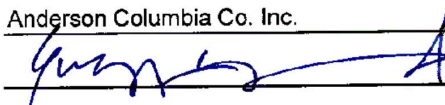
NAME(S)

POSITION(S)

Name of Firm:

Anderson Columbia Co. Inc.

Authorized Signature:



Printed Name:

L. Eugene Strickland

Title:

Vice President

Date:

1/15/25

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.

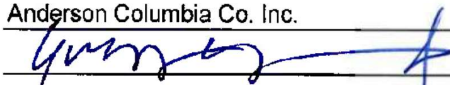
Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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: Anderson Columbia Co. Inc.
Authorized Signature: 
Printed Name: L. Eugene Strickland
Title: Vice President

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
9800 Normandy Blvd. Jacksonville FL 32221

Work to be performed and \$ amount: \$8,711.12
Permanent Signs

Subcontractor Name and Address: Guettler & Guettler
524 Hwy 90 Chipley FL 32428

Work to be performed and \$ amount: \$10,171.65
Striping

Subcontractor Name and Address: Porter Construction
4910 Hartsfield Rd Marianna FL 32446

Work to be performed and \$ amount: \$55,814.36
Grassing

Subcontractor Name and Address: TKS
2293 Pike Pond Rd Alford FL 32420

Work to be performed and \$ amount: \$412,114.11
Clearing & Grubbing, Removal of Concrete, Regular Excavation,
Embankment, Stabilization, All Drainage, 4" Sidewalk, Detectable Warnings

Name of Firm: Anderson Columbia Co., Inc.

Authorized Signature: 

Printed Name: L Eugene Strickland

Title: Vice President

Date: 1-15-2025

BID BOND

BY THIS BOND, We, Anderson Columbia Co., Inc. as Principal
and Travelers Casualty and Surety Company of America and
Berkshire Hathaway Specialty 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 amount bid 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 1/2/2025.
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 1/2/2025

CORPORATE PRINCIPAL
Anderson Columbia Co., Inc.

By: [Signature]

Attest:

Its: Vice President

Seal:



Acknowledged and subscribed on 1/2/2025, before the
undersigned authority by [Signature], as
the Vice President of the Corporation named as
Principal and with due authorization of the Corporation.

[Signature]
Notary Public



DEBRA B. WARD
Commission # HH 387444
Expires August 15, 2027

SURETY Travelers Casualty and Surety Company of America and
Berkshire Hathaway Specialty Insurance Company

By: [Signature]

Attest:

Kevin Wojtowicz, Attorney-in-Fact &
FL Licensed Resident Agent

[Signature]
Amy Scott, Witness

Seal:

Countersigned:

By: see above

Attorney-in-Fact, State of Florida



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJCIOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd day of January, 2025



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Berkshire Hathaway
Specialty Insurance

46095

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint **Kevin R. Wojtowicz, 1000 Central Avenue, Suite 200 of the city of St. Petersburg, State of Florida**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 2, 2025.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 (1770) 625-2516 or by email at terry@bhsispecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhsispecialty.com, via fax to (617) 507-8259, or via mail.

BHSIC, NICO & NLF POA (2023)

Contract 25-20 FY25 Dirt Road Paving Project

96 of 108



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 03, 2024

ANDERSON COLUMBIA CO., INC.
871 NW GUERDON STREET
LAKE CITY, FLORIDA 32055

RE: CERTIFICATE OF QUALIFICATION

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

FDOT APPROVED WORK CLASSES:

DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, MAJOR BRIDGE - CURVED STEEL GIRDERS, MAJOR BRIDGE - MULTI-LEVEL ROADWAYS, MAJOR BRIDGE - STEEL TRUSS CONSTRUCTION, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R INTERMEDIATE BRIDGES ("R&R" IS REPAIR AND REHABILITATE), R&R MAJOR BRIDGE - BRIDGES OF CONVENTIONAL CONSTRUCTION WHICH ARE OVER A WATER OPENING OF 1,000 FEET OR MORE, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, UTILITY WORK

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

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.

Improve Safety, Enhance Mobility, Inspire Innovation

www.fdot.gov

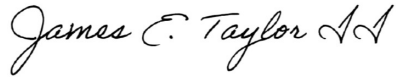
Anderson Columbia Co., Inc.

4/3/2024

Page Two

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,

A handwritten signature in black ink that reads "James E. Taylor II". The signature is written in a cursive style with a large, stylized "J" and "T".

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

**EXHIBIT 5
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor 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 Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor 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, Contractors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, Contractors 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, Contractor, 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 Contractor 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 Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor'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 Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor'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 Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor 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 Contractor 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 Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor 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 Contractor 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 Contractors, 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 Contractor 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 Contractor. **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 Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor'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 Contractors 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.

☒ **Contractor's Equipment Coverage**

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

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor'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 Contractor'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 Contractor 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 Contractor. 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 Contractor'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 Contractor'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 6
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.

Contractor: _____

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 Contractor) 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.

Contractor: _____

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 Contractor) on the job of Bay County Board of County Commissioners for improvements to the following described project:

(Project Name)

Contractor: _____

By: _____

Printed Name: _____

Title: _____

Date: _____