



Advertise Date: Friday, December 02, 2016

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B) (Non-CCNA)

Solicitation No.: **B160576/ANB**

Solicitation Name: **County Wide Minor Paving, Drainage & Concrete Improvements**

Open Date/Time: **1/6/2017** Time: **2:30 PM**

Location: **Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement Contact: **Adam Brooke** Title **Procurement Analyst**

Phone: **(239) 533-8881** Email: **Abrooke@Leegov.com**

Requesting Dept. **COUNTY WIDE**

Pre-Solicitation Meeting:

Type: **NON-Mandatory**

Date/Time: **12/14/2016 10:00 AM**

Procurement: **Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL**

Location: **33901**

All solicitation documents are available for download at
www.leegov.com/procurement

12/2/2016**Notice to Contractor / Vendor****B160576/ANB County Wide Minor Paving, Drainage & Concrete Improvements****Invitation to Bid (B)**

Lee County, Fort Myers, Florida, is requesting bid from qualified individuals/firms for

County Wide Minor Paving, Drainage & Concrete Improvements

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Friday, January 6, 2017

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive proposal(s), and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this solicitation is available from www.leegov.com/procurement

Proposers who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

10:00 AM December 14, 2016 Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901 for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Adam Brooke Abrooke@LeeGov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.9. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.10. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the “Terms and Conditions” the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
 - 2.1.2. Lee County Procurement Management Division Policy and Ordinances
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Manual
 - 3.1.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statutes Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax:** If applicable, provide with proposal.

- 3.3. **License(s):** Proposer should provide, at the time of the opening of the bid, all necessary permits and/or licenses required for this product and/or service.
4. **BID – PREPARATION OF SUBMITTAL**
 - 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the envelope must be marked with the following information (Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Name of the firm submitting the bid
 - 4.1.3. Title of the bid
 - 4.1.4. Bid number
 - 4.2. **Bid submission shall include:**
 - 4.2.1. Provide Two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide One (1) electronic CD ROM or Flash drive set of the submission.
 - 4.2.3. One single adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Use rewritable CD ROM and do not lock files.
 - 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
 - 4.3.5. Should not contain links to other Web pages.
 - 4.3.6. Include any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), if applicable (Construction projects)
 - 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.
5. **RESPONSES RECEIVED LATE**
 - 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. **BIDDER REQUIREMENTS (unless otherwise noted)**
 - 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on the disclosure form. Additionally, bids may be declared “not responsible” due to past or pending

lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due**.

8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the submission will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful bidder.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County
13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 13.1. **Errors/Omissions:** Approval by County of the successful bidder's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful bidder for the accuracy and competency of the successful bidder's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful bidder's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful bidder for the project. After acceptance of the final plans by the County, the successful bidder agrees, prior to and during the construction of the project, to perform such successful bidder services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful bidder pertaining to the project.

- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.

15. BID -- CONFLICT OF INTEREST

- 15.1. All bidders are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- 15.2. A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary vendor/consulting team, cannot be selected or retained, as the primary consultant/vendor or named a member of the consulting/contracting team, to perform project design, engineering or construction services for subsequent phase(s) or scope of work for this project. Pursuant to FS. S287.057 (17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- 15.3. Should your submission be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submission from consideration for this project.
- 15.4. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Following Florida Statute Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer/Bidder maybe declared non- responsible.**

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE’s)

- 18.1. The County encourages the use of Disadvantaged Business Enterprise Proposer(s) as defined and certified by the State of Florida Office of Supplier Diversity.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with Florida Statute 287.134, that furnishing services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status.
- 19.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. LOCAL BIDDER'S PREFERENCE

- 20.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in a amount not to exceed 3% of the total amount quoted by that firm.
- 20.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 20.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida
 - OR
 - 20.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

21. BIDDER/SUB-CONTRACTOR RELATIONSHIP

- 21.1. The prime bidder/contractor on a project may not also be listed as a sub-contractor to another firm submitting a bid for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

22. SUB-CONTRACTOR

- 22.1. The use of sub-contractors under this solicitation is not allowed without prior written authorization from the County representative.

23. BID - PROJECT GUIDELINES

- 23.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 23.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 23.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 23.1.3. This contract does not entitle any bidder to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.

- 23.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 23.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this agreement.
- 23.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

24. BID – TIEBREAKER

- 24.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 24.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 24.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.
 - 24.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 24.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 24.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

25. WITHDRAWAL OF BID

- 25.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 25.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 25.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 25.3.1. The bidder acted in good faith in submitting the bid,
 - 25.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 25.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 25.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

26. PROTEST RIGHTS

- 26.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 26.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)

- 26.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or you may contact the Procurement Management Director.
- 26.4. In order to preserve your right to protest, you must file a written **“Notice Of Intent To File A Protest” with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision** affecting your rights is posted on the Lee County website.
- 26.4.1. The notice must clearly state the basis and reasons for the protest.
- 26.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time is granted for mailing.
- 26.5. To secure your right to protest you will also be required to post a **“Protest Bond”** and **file a written “Formal Protest”** document **within 10 calendar days** after the date of *“Notice of Intent to File a Protest”* is received by the Procurement Management Director.
- 26.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of your protest and any resulting claims.**
27. **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**
- 27.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.
28. **CONTRACT ADMINISTRATION**
- 28.1. **Designated Contact:**
- 28.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 28.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 28.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
- 28.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual agreement of both parties.**
- 28.2.2. The County reserves the right to renew this agreement (or any portion thereof) and to negotiate pricing as a condition for each.
- 28.3. **BID – Basis of Award:**
- 28.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 28.3.2. In the event the lowest responsive and responsible bid for a project exceeds the available funds, the County, may negotiate an adjustment of the bid price with the lowest responsive and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 28.3.3. The County reserves the right to make award(s) by and individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bid received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 28.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 28.4. **Agreements/Contracts:**
- 28.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 28.5. **Records:**

- 28.5.1. **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 28.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule.
- 28.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 28.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include all documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

28.6. **Termination:**

- 28.6.1. Any agreement as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 28.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 28.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

29. WAIVER OF CLAIMS

- 29.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

30. LEE COUNTY PAYMENT PROCEDURES

- 30.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 30.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 30.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 30.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their

proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

31. MATERIAL SAFETY DATA SHEETS (MSDS) (if applicable)

- 31.1. In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

32. DEBRIS DISPOSAL (if applicable)

- 32.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

33. SHIPPING (if applicable)

- 33.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 33.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

34. BOND/SURETY (CONSTRUCTION)

- 34.1. Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 34.2. **Bid Bond/Security:** The bidder/vendor shall submit **not less than 5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Bond/Security is to be submitted to the County with Proposal Submission. The Bid Security of the bidder/vendor will be retained until the bidder/vendor has executed the contract, whereupon the Bid security may be returned. The bid Security of the bidder/vendor whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the effective date of the Agreement/Contract, whereupon Bid Securities furnished by the bidder/vendor may be returned. The following types of Bid Security are acceptable:
- 34.2.1. **A Certified Check or a Cashier's Check** in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
- 34.2.2. **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) if applicable) shall accompany each Proposal. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state
- 34.3. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.
- 34.3.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
- 34.3.2. **A Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

- 34.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.lee.gov/procurement/forms>.
- 34.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 34.6. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

35. LIQUIDATED DAMAGES (CONSTRUCTION)

- 35.1. Bidder/vendor here by agrees, if this proposal is accepted, to commence work under this project on or before ten (10) calendar days from the receipt of the Notice to Proceed and to fully complete all work on the project within the contract time stipulated. The bidder/vendor further agrees to pay the determined dollar amount in the liquidated damages for each consecutive calendar day beyond final completion of work is delayed.
 - 35.1.1. Liquidated Damages to be determined by means of one of the following methods to be determined (TBD.)
 - Liquidated Damages amount to be based on the following formula:
 “Contract Price or GMP/Days to Substantial Completion * 15-20% (TBD)”
 - The successful bidder/vendor shall be liable to the County for per diem liquidated damages in the amount of \$TBD, for each calendar day of delay in achieving substantial completion as set forth herein. The per diem liquidated damages will be subject to change based upon the establishment of the actual contract price.

36. PERMITS (CONSTRUCTION)

- 36.1. Unless otherwise specified herein, the Contractor will secure and pay for all permits, impact fees, and licenses and will pay for all governmental charges and inspection fees necessary for the prosecution of the work. Pursuant to the requirements of Florida Statute 218.80, County permits and fees are required to be obtained and paid for by the Contractor.
- 36.2. The Contractor will also pay all public utility charges and connection fees, except as provided for in the Contract Documents.
- 36.3. Permits and licenses of regulatory agencies, which are necessary to be maintained after completion of the guarantee period, shall be secured and paid for by the County.
- 36.4. This is a disclosure of permits and fees required by Lee County for this project. This list does not relieve the successful bidder/vendor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

Permit	Obtained from (County, SWFWMD, etc)	Permit Cost (Amount/Percentage Method/Unit Method of Computation)	Obtained by (Contractor or County)
None at this time			

37. INSURANCE (AS APPLICABLE)

- 37.1. Insurance shall be provided by the awarded bidder/vendor. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the bidder/vendor.

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

- \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

- \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

38. SPECIAL CONDITIONS

These are conditions that are in.

- 1.
- 2.
- 3.
- 4.
- 5.

End of Special Conditions

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
B160576/AB
COUNTY WIDE MINOR PAVING, DRAINAGE & CONCRETE IMPROVEMENTS**

GENERAL SCOPE OF PROJECT

Lee County desires to contract with a pool of vendors to perform drainage and pavement repairs including associated concrete repairs on an as needed basis. Work may consist of: repair or replacement of County drainage structures, sidewalks, sidewalk curbs and gutters, catch basins, general drainage lines, yard drains, storm lines, inlets, silt fence, riprap, manholes, and culverts. Additional services may include: excavation, embankment, clearing, grubbing fill, grading, landscaping, sodding, asphalt patching or replacement, sealcoating, resurfacing, sinkhole repair or stabilization, pavement markings, erosion control, and other miscellaneous tasks associated with such work. All work performed to follow Federal, State, Local, OSHA and department mandated regulations and specifications for associated work.

Following project specific needs, additional services unrelated to drainage and pavement work may be required to provide for full project completion. Such services shall be requested under this Bid on a project by project basis where Contractor or County deem necessary and applicable.

PROJECT TERM

The successful bidder(s) shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for a one-year (1) period.

QUALIFIER(S)

Bidder must meet the minimum qualification criterion as specified in *Form 11 – Qualification Criteria* provided within this solicitation package to qualify for consideration of award. *Form 11-Qualification Criteria* should be completed and returned with bid submittal along with any supporting documentation where requested and/or indicated herein.

The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the requested scope of work.

The determination shall be based upon the examination of *Form 11 – Qualification Criteria* and associated supportive documentation (if any requested).

An affirmative determination shall be a prerequisite for award of the contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the County shall proceed to the next lowest evaluated and responsive bid to make a determination of that Bidder’s fulfillment of the qualifier(s).

PRICING

This is a “Master” contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division or other governmental entity. The County’s intent is to award to a pool of vendors who meet the minimum criteria and qualifications.

1. **Each project/task order will not exceed \$500,000.00.**
 - 1.1. Any project/task order **\$50,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, with the lowest unit prices, able to meet the required schedule.
 - 1.2. Any project/task order **\$50,000.01, but less than \$500,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid.

- 1.3. Any project/task order **over \$100,000.00** must provide a payment and performance bond.
- 1.4. No vendor will be paid more than **\$4,000,000.00 per year**.
- 1.5. **Notice to Proceed (NTP)**
 - 1.5.1. All project/task order **\$50,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.
 - 1.5.2. Projects **\$50,000.01 but less than \$500,000.00** will have a **formal NTP issued through the Procurement Management Division**.
- 1.6. The County retains the right to select any vendor to whom a multiple-vendor award has been made.
- 1.7. The County retains the right to separately and competitively bid any and all job estimates greater than \$500,000.00.

LETTER OF BONDABILITY

This bid does not require a Bid Bond, however the Bidder must submit with their bid a Letter of Bondability from their Surety Company (not the surety agent) showing their bonding capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00.

If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-Fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability.

PART G

SUPPLEMENTARY GENERAL CONDITIONS

These supplementary General Conditions amend or supplement the Standard General Conditions of the Construction contract as indicated below. All provisions which are not so amended or supplemented remain full force and effect.

ARTICLE 5- AVAILABILITY OF LANDS: PHYSICAL CONDITION REFERENCE POINTS

AVAILABILITY OF LANDS

SGC-5.1.1. (Add) The Contractor shall be responsible for lands for staging and storing equipment or materials. All parcels utilized for staging shall be secured. All parcels utilized for staging will be kept in a neat and orderly fashion and then restored to the landowner's satisfaction upon terminating the use of the staging area or improved as noted in the plans.

The Contractor shall maintain on the job site, written proof of authorization for the use of any private land. The County does not condone trespass on private property and will hold the Contractor liable for any such trespass.

Right-of-way maps, if available, of the lands upon which the improvements will be made available to the Contractor upon request from the Owner's Representative. The Contractor may use these lands for work associated with this contract only. The Contractor shall verify the availability of these lands with the Lee County D.O.T. project manager prior to the issuance of the notice to proceed.

PHYSICAL CONDITIONS:

SGC- 5.2.1. Exploration and Reports.

(Add) Reports of exploration and test of subsurface conditions at the site, if any, which have been utilized in the preparation of the Contract Documents required by ARTICLE 5.2, will be made available to the contractor.

SGC-5.3.1. Existing Structures

(Add) No additional drawings of physical conditions in or relating to existing surface and subsurface structures as required by ARTICLE 5.3 were used by the Consultant in preparation of the Contract Documents.

PHYSICAL CONDITIONS – UNDERGROUND FACILITIES

SGC-5.9.1. Delete in its entirety, substitute the following:

The Consultant and County shall not be responsible for the accuracy or completeness of any such information or data.

SGC-5.9.2. (Add) Locations of existing underground utilities are not field confirmed. In the case of a conflict between this or any other utility and proposed improvements it shall be the Contractor's duty to coordinate with all utility company relocation activities whether shown or not shown in the plans.

Coordination is to include efforts by the contractor to minimize time lost due to unexpected utility relocation or modifications.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

LABOR MATERIAL AND EQUIPMENT:

SGC-7.5.1 (Add) All materials and equipment such as concrete pipe, inlets, manhole, covers, etc. furnished by the Contractor shall be made by the same manufacture i.e., all pipe by one company, all inlets by one company, etc.

SGC-7.12.2 (Add) Contractors shall pay all sales, consumer, use and similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

RECORD DRAWINGS:

SGC-7.16 (Add) The following in line 5 of Article 7.16 after the word electric “...Culverts, drainage structures, water main, force mains, service lines, wiring, traffic loops, pond or ditch bottoms and banks, signal poles, signs,”

SGC-7.16.2 (Add) Certified “as-built” information which the contractor will show on marked-up copies of the design drawings, prints, and other materials as specified above shall include both authorized and unauthorized changes to horizontal pavement dimensions, finish pavement grades, finish dimensions, elevations and alignment of the items noted in Article 7-16 and SGC-7-16.1, and any modifications to material types from that specified in the bid plans and specifications. As a prerequisite to any payments, the contractor shall make available to the Engineer all “as-built” information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The contractor shall also obtain “as-built” cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The contractor shall set benchmarks on or within 100 feet of each control structure constructed as part of this project. A complete description including elevation and location of each control structure benchmark shall be provided to the Engineer as part of the “as-built” information. The NGVD elevation shall be clearly and permanently indicated on each benchmark.

SGC-7.16.2.1 (Add) “As-built” dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the Statues of Florida pursuant to Chapter 472, Florida Statues. The “as-built” drawings shall be signed and sealed by the Contractors’ Professional Land Surveyor in accordance with Section 427.025, Florida Statues.

SGC-7.16.2.2 (Add) All pertinent surveyors’ field survey notes containing the “as-built” data shall be sealed and submitted to the Engineer for review and acceptance prior to authorization of the final payment.

SGC-7.16.2.3 (Add) “As-built” data shall be secured and the accuracy of measurements shall be 0.01ft.

SGC-7.16.2.4 (Add) All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be “as-built” by the Contractor prior to backfilling.

SGC-7.16.2.5 (Add) A final bench level circuit shall be secured indicating accuracy of vertical closure and a copy of these field notes shall be submitted to the Engineer before final acceptance of the project.

SGC-7.16.2.6 (Add) The Contractor shall annotate and show all “as-built” information on 11” x 17” prints of the bid plans during the course of the construction process. Upon completion of all contract work but prior to authorization of the final payment by the Engineer, the Contractor shall deliver one (1) set of such

annotated, in neat draftsman-like manner, “as-built” 11” x 17” prints to the Engineer for approval. Upon approval of such “as-built” plans, the Contractor shall forthwith provide two (2) sets of these drawings containing all “as-built” information, a CD of the “as-built” electronic files in AutoCAD or MicroStation format and data which have been sealed by a Professional Land Survey by the Contractor at Contractor’s cost and forthwith become the ownership of the County.

SGC-7.16.2.7 (Add) the cost of preparing, maintaining, and providing “as-built” plans and documents as specified in the article shall be included in the Lump Sum payment for mobilization for each part of the Bid Schedule providing for Mobilization.

SGC-7.25.1 (Add) Shop drawing submittals processed by the Engineer shall not be construed as change orders; the purpose of a shop drawing is to demonstrate to the Engineer that the Contractor understands the design concept, and that his understanding is demonstrated by indicating the equipment and material to be furnished and installed. Corrections or changes indicated by the Engineer on the shop drawings do not constitute authorization to perform extra work.

SGC-7.25.2 (Add) The review of shop drawings and schedules shall be considered general and shall not be construed as permitting any departures from the contract requirements. The design drawings and contract specifications shall take precedence over the shop drawings in the event of deviations, discrepancy or conflict.

SGC-7.25.3 (Add) One (1) complete set of all reviewed shop drawings and samples shall be kept at the site at all times. During work specified or shown on the shop drawings, the Contractor shall make no deviation from reviewed drawings, and the changes made thereon by the Engineer. If any:

SGC-7.25.4 (Add) The Contractor shall, upon completion of the work, furnish to the Engineer, two (2) complete sets of prints, neatly bound together, and in good condition, of all the contractor’s, Subcontractor’s and manufacturer’s drawings as finally checked and reviewed by the Engineer with all modifications accepted by the Engineer subsequent thereto, showing the work as actually completed. Such “as-built” information for bridges, culverts, and similar structures shall also be provided by the Contractor pursuant to Article 5-14 herein.

ARTICLE 8 – WORK BY OTHERS

SGC-8.2 (Add) The Contractor shall be responsible for coordination with all activities with adjacent projects.

ARTICLE 9 – OWNER’S REPRESENTATIVES STATUS DURING CONSTRUCTION CLARIFICATIONS AND INTERPRETATIONS

SGC-9.2 in the first sentence, delete “with reasonable promptness” and substitute “within fifteen (15) calendar days”.

ARTICLE 13- WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

SGC-13.1 (Add) in addition, the Contractor specifically warrants and guarantees that all sod installed by the Contractor will be free of pest plants and noxious weeds, including Tropical Soda Apple (*Solanum viarum*) at the time of final acceptance. The Contractor shall eradicate any and all occurrences of pest plants or noxious weeds that occur after installation and during the one year time period from the date of final completion to the final acceptance data, in a timely manner and method acceptable to the Owner.

TEST AND INSPECTIONS:

SGC-13.2 In the first sentence delete “timely notice” and substitute “forty-eight (48) hours notice”.

SGC-13.2.1 (Add) Except where otherwise indicated in the Notice to Proceed, project field testing of materials required by the specifications or the owner’s representative shall be provided by and at the expense of the Contractor via pay items in the contract. The Contractor shall coordinate and schedule the required testing. The Contractor shall pay for all retests when the initial test result reveals that the materials failed to meet the requirements of the specifications. The Contractor shall notify the owner’s representative twenty-four (24) hours prior to conducting any test so the owner’s representative may be present.

The Owner's Representative shall have the right to require all materials to be submitted to tests prior to incorporation in the Work. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is required that the Contractor furnish the Owner's Representative with the information concerning the location of his source before incorporating material in the Work. This does not in any way obligate the Owner's Representative to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor shall furnish manufacturer's certificates of compliance with these specifications covering manufactured items incorporated in the Work.

SGC-13.2.2 (Add) Testing for Permits: The Contractor shall be responsible for performing any testing and the cost for all items that may be required as part of the NPDES, FDEP, ACOE and SFWMD permits.

SGC-13.2.3 (Add) Contractor Quality Control (CQC) will not be implemented on this project.

COUNTY MAY STOP WORK:

SGC-13.7.1 (Add) Performing work, supplying sufficient skilled workmen or suitable materials or workmen shall be applicable to, but not be limited to, the Maintenance of Traffic or any portion thereof. The County may stop work because of insufficient Maintenance of Traffic practices by the Contractor.

Any delay or loss of time experienced by the Contractor due to work being stopped for insufficient Maintenance of Traffic practices shall not be grounds for an extension of Contract time.

SGC-13.7.2 (Add) In addition to defective work, the County may stop the work as specified above for the following reasons:

- a. Failure to comply with permits regarding pollution control.
- b. Insufficient construction materials or methods.
- c. Failure to provide a safe working environment in accordance with OSHA or the Department of Labor, Safety and Health Regulations.

SGC-13.7.3 (Add) Upon notice of the Stop Work Order, the Contractor shall cease all contracted work except for the activities required to correct the problem and as directed by the County

SGC-13.7.4 (Add) If the Contractor fails to correct the problem causing the Stop Work Order and there is immediate threat to the public’s health, safety, or environmental pollution, the County may perform any remedial activities necessary to protect the public and environment

SGC-13.7.5 (Add) No increase in the Contract Price or extension of the Contract Time will be provided for any delays or loss of time due to a Stop Work Order.

SGC-13.7.6 (Add) Any costs that the County incurs in performing the work per Articles 13.7.3 and 13.7.4 shall be paid by the contractor.

ARTICLE 14- PAYMENT AND COMPLETION

SCHEDULE OF VALUES:

SGC-14.1 Delete in its entirety, substitute the following:

SGC-14.1.1 (Add) Bid proposal units and unit prices shall serve as the basis for progress payments during construction. The bid proposal process shall be incorporated into the Estimate and Requisition for Payment Form No. CSD:505(4) prescribed by the County.

SUBSTANTIAL COMPLETION:

SGC-14.5 In the second sentence, delete “thereafter” and substitute “after the County’s receipt of the Contractor’s Certification”

SGC-14.7 In the last sentence, delete “a reasonable time” and substitute fourteen (14) calendar days”.

ARTICLE 16-MISCELLANEOUS

GENERAL

SGC-16.7 (Add) ABBREVIATIONS: Reference in the technical specifications to the specifications or requirements of technical societies, associated organization, or bodies shall mean their most current specifications. These groups are identifies in the technical specifications.

SGC-16.8 (Add) USE OF PUBLIC STREETS: The use of public streets and roads shall be such as to minimize any inconvenience to the public and to other traffic. Any earth or other excavation materials spilled from trucks shall be removed by the Contractor and the streets and roads shall be cleaned by the Contractor to the satisfaction of the County.

SGC-16.9 (Add) DAMAGE TO EXISTING PROPERTY, STRUCTURES AND UTILITIES: The Contractor shall be held responsible for and shall repair all damage to pavement beyond the limits of this contract or outside the right-of-way. Also buildings, telephone or other cables, poles, signs mailboxes irrigation piping, water pipes, sanitary pipes, or other structures which maybe encountered, whether or not they are shown on the Drawings shall be repaired if damaged. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This Information is not guaranteed, however, and it shall be the Contractor’s responsibility to determine the location, character, and depth of any existing utilities. The Contractor shall assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

At least two business days prior to excavating any section of the Work, the Contractor shall call the utility companies noted on the plans and inform them that Work on the specific section is about to commence and request that they field locate their underground utilities.

When proceeding with the Work, the Contractor shall exercise due caution to protect all underground and overhead utilities and existing structures from damage. In keeping with the Trench Safety Act, the Contractor shall provide all sheeting, shoring, and bracing that may be required to properly protect adjacent property, structures and people. The Contractor shall repair, to the satisfaction of the Owner, any surface or

subsurface Improvement damaged during the course of the work (unless such improvement is shown to be abandoned or remove) whether or not such improvement is shown on the Drawing. Should any utilities be encountered that are not shown on the Drawings, the Contractor shall immediately notify the Owner's Representative and shall take all due caution necessary to protect the utility.

SGC-16.10 (Add) ADJUSTMENT OF GRADES: Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the Owner's Representative prior to being made.

SGC-16.11 (Add) EXISTING DRAINAGE: Existing drainage shall be maintained at all times and drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the Contractor.

SGC-16.12 (Add) REFERENCE TO OTHER SPECIFICATIONS: Reference to F.D.O.T. Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated 2014 and supplements thereto unless specifically stated otherwise in the Contract Documents. Where an F.D.O.T. specification section cites or contains references to other sections, they shall also be included as though cited herein. Where F.D.O.T. Specifications refer to the "Engineer", "Engineer of Test" or "Division of Test", it shall be understood to mean the Owner's Representative or his designee. Where F.D.O.T. specifications refer to the "Department", it shall mean the Department of Transportation of Lee County, Florida. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, the Contract Documents shall govern.

Reference to A.A.S.H.T.O and A.S.T.M. are to the latest editions of published text of the American Association of the State Highway and Transportation Officials and the American Society for Testing and Materials, respectively.

SGC-16.13 (Add) SHORING: Unless trench banks are cut back on a stable slope, sheet and brace trenches as necessary to prevent caving or sliding, to provide protection for workmen and the pipe, and to protect adjacent structures and facilities. Do not brace sheeting against the pipe, but brace it so that no concentrated loads of horizontal thrust are transmitted to the pipe. If portable metal box is used for bracing the slopes, take care not to disturb the pipe when the box is removed.

In addition, the contractor shall comply with the Trench Safety Act, Florida Statutes Section 553.60 – 553.64. Cost of compliance is not a separate pay item. Payment shall be included in the cost of pipe placement.

SGC-16.14 (Add) DEWATERING: Dewatering of excavations, trenches, structures and utilities may be required. The Contractor shall be responsible for obtaining water use permits for dewatering operations, as necessary, from the South Florida Water Management District. No separate payment will be made for dewatering operations or procurement of dewatering permits. Costs shall be included in the cost of items as included in the Bid Form.

SGC-16.15 (Add) EXCESS EXCAVATED MATERIAL: unless otherwise specified, all excavated material in excess of the needs for backfill and area fill shall become the property of the Contractor and shall be removed from the project.

SGC-16.16 (Add) ASPHALT PAVING CONFERENCE: A pre-paving conference shall be held prior to any asphalt placement. The conference is intended to closely coordinate the Contractor's plant and site personnel with the County's plant and field inspectors and establish excepted quality assurance procedures. The Contractor shall not perform any paving prior to this conference.

SGC-16.17 (Add) ROCK EXCAVATION: All excavations for the installation of pipes, structures, foundations, or other contract items shall be unclassified and no additional or separate payment for rock excavation shall be provided nor shall additional or separate payment be made for backfill required to compensate for excavated rock material that cannot be reused as backfill.

SGC-16.18 (Add) PERMITS: Copies of permits for this project other than for dewatering or NPDES will be provided by the County.

The Contractor shall abide by all conditions, statues, and regulations issued by the jurisdiction authorities, boards and agencies of the County, State and Federal Governments. The Contract shall be fully responsible for the execution and adherence to all directives, instructions, conditions, issuance of notices, special conditions and/or limiting conditions contained in permits specifically issued for this project and which pertain to or affect the construction phase of this project. Permits for this project have been issued by the U.S. Army Corps of Engineers (ACOE), and the South Florida Water Management District (SFWMD). Except as may be provided elsewhere in these documents, the cost of materials, supplies, labor testing, permit fees and other direct or indirect expenses required to abide by or execute conditions of the permits shall be paid for by the Contractor. There is no direct or specific payment item in the bid for cost due to compliance with said permit. The Contractor's reimbursement for said costs shall be distributed within the various items of work of materials associated with the construction of the project.

- End of Supplementary General Conditions -

PART H - LCSP LEE COUNTY SPECIAL PROVISIONS

These Supplemental Specifications amend or supplement the 2014 edition of the FDOT Standard Specifications for Road and Bridge Construction.

SECTION 1 – DEFINITIONS AND TERMS

Article 1-3: Delete the definitions of the underlined terms below in their entirety and substitute the following definitions in lieu thereof:

Department – The Board of County Commissioners of Lee County, Florida, as Owner.

Engineer – The Director of the Lee County Department of Transportation or his designated County Project Manager.

Holidays – Holidays as designated by the Board of County Commissioners of Lee County, Florida.

Proposal Form – The official Lee County bid form as contained in the bid proposal.

Secretary – The Chairman, Lee County Board of County Commissioners.

State – County: The Board of County Commissioners of Lee County, Florida, as Owner.

Financial Project Identification Number – Lee County Project Number

SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

Articles 2-1, 2-2, 2-5, 2-6, 2-7, 2-8, 2-9, and 2-11 are deleted in their entirety.

SECTION 3 – AWARD AND EXECUTION OF CONTRACT

Articles 3-1 through 3-8 are deleted in their entirety.

SECTION 5 – CONTROL OF THE WORK

Article 5-1.1: Remove the word Department and replace with FDOT.

Article 5-1.4.3: Remove the words "Shop Drawing Review Office" from the last sentence of the first paragraph.

Article 5-5: In the second line the term, Director, Office of Construction, shall refer to the "Engineer" and add the following after the second paragraph:

The Engineer shall order such changes and execute such supplemental agreements as he may decide as provided for under the Sections of these specifications. The provision of this article or elsewhere in this Contract regarding administration by the County or action taken pursuant thereto is not intended to and shall not relieve the Contractor of his responsibility for the management of the work either as regards sufficiency or the time of performance.

Article 5-6: In the first line the term, Director, Office of Construction, shall refer to the "Engineer".

Article 5-7.1: Delete the first paragraph of this subarticle and substitute the following paragraphs:

Adequate vertical and horizontal control, both field established and as shown on the project plans, shall be provided by the County to facilitate the proper layout of the work by the Contractor. The Contractor shall preserve all such reference points and benchmarks furnished.

The Contractor shall carefully compare all lines given on the plans with existing lines and levels, and shall call any discrepancies to the attention of the Engineer, in writing, for a proper determination before proceeding with the work. In any event, the Contractor shall be responsible for the accuracy of the work and shall make good any work performed in error, at no cost to the County.

Stakes, monuments, benchmarks and other control points provided by the County shall be scrupulously preserved by the Contractor. The cost of preserving/relocating survey reference points or monuments shall be paid under pay item number 101-1. In the event that stakes or other control points are willfully or carelessly destroyed or disturbed, they shall be reset at the sole expense of the Contractor.

Article 5-7.5: Add the following to this subarticle:

The Contractor shall utilize the services of a Professional Land Surveyor pursuant to the requirements set forth in Chapter 472, Florida Statutes, as amended. All construction surveying and layout work to be provided herein shall be coordinated with and subject to the approval of the Engineer.

SECTION 6 – CONTROL OF MATERIALS

Article 6-1.2 is deleted in its entirety.

Article 6-4.2 is deleted in its entirety.

Article 6-4.4 is deleted in its entirety.

Article 6-5.1: Delete the last sentence of this subarticle and add the following paragraph:

Except where otherwise indicated in these specifications, the on-site project field testing of selected materials and work and the laboratory testing of concrete and soil materials required by the Engineer shall be provided by and at the expense of the Contractor via pay items in the contract. The Contractor shall coordinate and schedule the required testing. It is the contractor's responsibility to notify the county of all testing parameters needed for the subsequent testing. Also, the Contractor shall pay for the cost of all unacceptable field and laboratory tests which reveal that the materials or work failed to meet the requirements of these specifications. The Contractor shall notify the Engineer twenty-four (24) hours prior to the time of required testing so that the Engineer may arrange to have his representative present.

The responsibility and cost of formulating, establishing and controlling the design mix(es) for asphaltic concrete shall be done by the Contractor.

SECTION 7 – LEGAL RESPONSIBILITY TO THE PUBLIC

Article 7-1 is expanded by the following:

The Contractor’s attention is directed to the fact that the noise and dust generated by his construction equipment and/or operations must comply with all applicable Federal, State and local environmental regulations. In the event noise sensitive sites are identified during construction, the County may direct that effective and/or additional abatement measures be utilized. No additional or separate payment will be authorized by the County for compliance with applicable regulations.

Article 7-2.1 is expanded by the following:

The State of Florida Department of Environmental Protection permit titled “Generic Permit for Stormwater Discharge from Construction Activities That Disturb Five or More Acres of Land” applies to this Contract. The website for the permit, associated forms and instructions is provided in the permit section of these documents. The Contractor is responsible for administration, processing, fees, inspections and all other requirements of the permit. The State NPDES permit requires that inspections be performed by qualified personnel who have completed the Florida Storm Water, Erosion and Sediment Control Training and Certification Program for Inspectors and Contractors and who have passed the examination.

The Contractor is responsible for all inspection requirements of the State NPDES permit. Use the inspection form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

Article 7-5 is deleted in its entirety and the following is substituted:

The County reserves the right to allow parties other than the Contractor or its subcontractors, upon presentation of a duly authorized and satisfactory Lee County right-of-way permit, to perform work in the existing highway within the limits of construction. In all such instances, the Contractor will afford parties bearing such permits reasonable opportunity for the proper execution of the work under Permit including the right to store materials and equipment. All parties authorized to perform work within the right-of-way shall make, in an acceptable manner, all necessary repairs due to such work ordered by the Engineer shall be subject to the conditions specified in Lee County Administrative Code 11-12, as amended.

Article 7-9 is deleted in its entirety and the following is substituted:

The use of explosives on this project is not permitted.

Article 7-11.6.1: In the first line in the second paragraph, delete the word “Department” and substitute the word “Contractor”.

Article 7-11.6.3: The following is added to this subarticle:

The utility work which may be necessary to be accomplished concurrently with the highway construction contract may involve, but is not limited to, facilities owned by the agencies listed below:

Florida Power and Light Company (Electrical Power)

Lee County Electric Cooperative (Electrical Power)
Lee County Utilities (Water, Reclaimed Water, Raw Water and Sewer)
Century Link (Telephone, Communications)
Comcast (CATV)
TECO Peoples Gas (Gas)
AT&T (Telephone, Communications)

Where utility work must be coordinated with highway construction operations, the portion of the anticipated relocation period covering such concurrent work may or may not begin on the day highway construction commences and may or may not be consecutive working days. Contractor or its subcontractor shall coordinate and fully manage the anticipated utilities schedule of relocation and/or adjustments with affected utilities listed above.

Article 7-13 is deleted in its entirety.

Article 7-16 is deleted in its entirety.

Article 7-17 is deleted in its entirety and the following substituted:

Supplemental Agreements (inclusive of change orders) shall be authorized in accordance with purchasing policies adopted by the County.

Article 7-22 is deleted in its entirety.

Article 7-23 is deleted in its entirety.

SECTION 8 – PROSECUTION AND PROGRESS

Article 8-3.3: The last sentence is deleted.

Article 8-3.5 is deleted and the following is substituted:

After the award of the contract and prior to the issuance of the “Notice-to-Proceed” with contract work, a conference may be held to discuss the date for the “Notice-to-Proceed” and the effective date to be contained therein, to establish procedures for handling shop drawings and other submissions and for processing applications for payment and to establish a working understanding between the parties as to the Contractor’s project management responsibilities.

Present at the conference will be the Contractor and his subcontractor, utility companies, CEI Consultant and the Engineer. The time and place of this conference will be set by the Engineer. The Contractor shall be represented at the conference by a person authorized to speak on behalf of the Contractor, together with all of the Contractor’s supervisory personnel who will be on the project continually; and shall submit all required plans, sketches, data and other materials at that time as specified in the Special Provisions and Standard Specifications. The Contractor shall submit the following minimum information to the Engineer for his review and approval on or prior to the date established for the pre-construction conference:

- a. Name/qualifications of the Contractor’s proposed full-time superintendent.

- b. Name/qualifications of the Contractor's representative for implementing and maintaining the Maintenance of Traffic Plan during construction.
- c. Listing/qualifications of the Contractor's proposed subcontractors.
- d. Project Schedule.
- e. Traffic Control Plan/Maintenance of Traffic Plan.
- f. Quality control plan per Section 6-8.4 of the Standard Specifications.
- g. Name/qualifications of Contractor's registered land surveyor.
- h. Name/qualifications of Contractor's quality control technician per subsection 6-8.4 of the Standard Specifications.
- i. Schedule and plan for prevention, control and abatement of erosion and water pollution per Section 104-5 of the Standard Specifications.

Article 8-3.6: Add the following new subarticle to Article 8.3:

8-3.6 Progress Meetings: The Contractor shall attend regular progress meetings with and between the County field representatives and those of the Contractor, subcontractors, utility companies, CEI Consultant and other parties having an interest in the Contract. The progress meetings shall be hosted by the County and shall be held at locations to be mutually agreed upon by the County and the Contractor as necessary. The purpose of such meetings shall include, but not to be limited to, discussing all general aspects of the project and specifically addressing problem areas, schedules, progress payments, etc.

Article 8-4.1: Add the following to this subarticle:

8-4.1.1 Holiday And Weekend Work: If work is authorized by the Engineer on holidays and weekends, the Contractor shall notify the Engineer seventy-two (72) hours in advance of the time and date on which the Contractor or any of his subcontractors propose to perform during such time periods to afford the Engineer ample time to effectively schedule his inspection personnel in accordance with the Contractor's timetable. This applies to day work and night work during holidays and weekend.

Article 8-4.2: Add the following to this subarticle:

Specific requirements pertaining to the sequence of operations for constructing the project and maintaining traffic therein shall be included in the Contractor's Project Schedule.

Article 8-5: Add the following to this article:

The Contractor shall have a competent superintendent (serving in the capaCounty as a Contractor Project Manager) on the project at all times whenever the Contractor's work crews, or work crews of other parties authorized by the Engineer, are engaged in any activity whatsoever associated with the project. Should the Contractor fail to comply with the above condition, the Engineer shall, at his discretion deduct from the Contractor's partial monthly payment estimate, sufficient monies to account for the County's loss of adequate project management and superintendent, not as a penalty, but as liquidated damages for services not rendered. The Contractor shall assign a full-time Project Manger/Superintendent to routinely and constantly supervise, manager, plan, monitor, schedule and control the construction operations on behalf of the Contractor. An equipment operator will not be considered as a full-time superintendent.

Article 8-11 is deleted in its entirety.

SECTION 9 – MEASUREMENT AND PAYMENT

Article 9-2.1.1 and 9-2.1.2 are deleted in their entirety, no fuel price index or bituminous adjustment will be considered on this project.

Article 9-5.5.3: The term “Florida Department of Transportation” shall refer to “Lee County” in this subsection.

Articles 9-6, 9-7, 9-8, 9-9 and 9-10 are deleted in their entirety.

SECTION 102 – MAINTENANCE OF TRAFFIC

Article 102-4 Delete in its entirety and substitute the following:

The Contractor shall submit a complete Traffic Control Plan that has been signed and sealed by a professional engineer registered in the state of Florida to the Engineer for review and approval at the preconstruction meeting. Prepare the TCP in conformance with and in the form outlined in the current version of the Roadway Plans Preparation Manual, FDOT 2014 Design Standards – Index 600 series and the MUTCD. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the TCP, and notify the Department in writing of any such potential impacts to utilities.

Engineer’s approval of the TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

The County reserves the right to reject any Traffic Control Plan. Obtain the Engineer’s written approval before beginning work using a TCP. The Engineer’s written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

Pedestrian and/or bicycle traffic must be safely and continuously maintained through, or around, work zones on highway or streets where pedestrian and bicyclists were permitted at the start of the project. The Contractor shall submit a plan for approval signed and sealed by a professional engineer licensed in the state of Florida for the safe passage of pedestrian and bicycle traffic prior to closure of any existing pedestrian facility.

Facilities constructed to specifically provide access for pedestrians in or around work zones must be consistent with the most recent ADA rules.

The plan shall detail the rerouting of users, duration of closure and proposed construction methods for any temporary facility. All costs for maintenance of traffic including preparation of Traffic Control Plan shall be included in the bid amount for Maintenance of Traffic.

Article 102-9.15 - delete in its entirety and substitute the following:

Temporary Traffic Detection Technology – Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the contract and restore any loss of detection within 12 hours. .

SECTION 105 – CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS

Article 105 is deleted in its entirety.

SECTION 160 – STABILIZING

160-3.3 - delete – perform the mixing operations, as specified, (either in place or in a plant) regardless of whether the existing soil, or any select soils placed within the limits of this stabilized section, have the required bearing value without the addition of stabilizing materials.

Substitute the following – mixing operations can be deleted at the discretion of the engineer if the in place material has the required bearing value without the addition of stabilizing materials. If the mixing operation is waived, the Department will not pay for stabilization for such sections of the roadway.

SECTION 320 – HOT BITUMINOUS MIXTURES – PLANT, METHODS AND EQUIPMENT

Article 320 is deleted in its entirety and the following substituted:

Article 320 *Hot Bituminous Mixtures – Plant, Methods and Equipment* of the 2000 edition of the FDOT Standard Specifications for the Road and Bridge Construction.

All references to other sections of the specifications shall be considered to apply to the corresponding section as described for Marshall Mixes in the 2000 edition of the FDOT Standard Specifications for Road and Bridge Construction.

SECTION 330 – HOT BITUMINOUS MIXTURES – GENERAL CONSTRUCTION REQUIREMENTS

Article 330 is deleted in its entirety and the following substituted:

Article 330 *Hot Bituminous Mixtures – Quality Assurance, General Construction Requirements and Acceptance Procedures* of the 2000 edition of the FDOT Standard Specifications for the Road and Bridge Construction.

All references to other sections of the specifications shall be considered to apply to the corresponding section as described for Marshall Mixes in the 2000 edition of the FDOT Standard Specifications for Road and Bridge Construction.

SECTION 334 – SUPERPAVE ASPHALT CONCRETE

Article 334 is deleted in its entirety and the following substituted:

Article 331 *Type S Asphalt Concrete* of the 2000 edition of the FDOT Standard Specifications for the Road and Bridge Construction.

All references to other sections of the specifications shall be considered to apply to the corresponding section as described for Marshall Mixes in the 2000 edition of the FDOT Standard Specifications for the Road and Bridge Construction.

SECTION 430 – PIPE CULVERTS AND STORM SEWERS

Articles 430-3.1 and 430-3.2 are modified as follows:

Unless otherwise approved by the engineer, pipe material for storm sewer or cross drain installations under pavement shall consist of steel reinforced concrete pipe in accordance with Section 449 and shall be a minimum of Class III or HE-III.

- End of Lee County Special Provisions -

REQUIRED FORMS

INVITATION TO BID

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

Form # Title/Description

1 Solicitation Response Form

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

1a Bid Form

This form is used to provide itemization of project cost. A more detailed “schedule of values” may be requested by the County

1b Business Relationship Disclosure Requirement (if Applicable)

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form** “*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and **returned with solicitation response. It is the Bidder’s responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

2 Affidavit Certification Immigration Laws

Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

3 Reference Survey

Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package.

1. **Section 1:** Bidder to complete with reference respondent’s information prior to providing to them for their response. (This is **not** the Bidder’s information.)
2. **Section 2:** Enter the name of the Bidder, provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete “**Section 3**” and return directly to Lee County Procurement Management. Reference survey should not be returned by the Bidder.
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** must be returned.
6. Responses are due:
 - Bids and NON-evaluated (by Committee) solicitations: Only the awarded Bidder(s) will be required to provide reference responses. Responses are due no later than 7

calendar days after the Notice of Intended Decision or Notice of Intent has been issued.

7. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Bidder’s location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List* (if applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8 *Trench Safety* (Required for Construction Projects Only)

Self explanatory.

9 *Bid Bond* (if applicable)

Self explanatory

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested (if applicable)

It is the Bidder’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 1/6/2017

SOLICITATION IDENTIFICATION: B160576/ANB

SOLICITATION NAME: County Wide Minor Paving, Drainage & Concrete Improvements

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. 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 not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ___ Yes ___ No

5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the County. Attach separate page if necessary.

6 Are there any modifications to the solicitation or specifications? ___ Yes ___ No

Modifications:

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FE/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999
Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999

Sample Only



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # B160576/ANB Solicitation Name County Wide Minor Paving, Drainage & Concrete Improvements

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete Bid Schedule. The Excel document contains formulas for convenience, however it is the Contractor’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will deem Bidder as non-responsive and ineligible for award.

PRICING:

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified herein.

You are not required to submit a bid for all line items. Please insert “NB” for each line item you do not want to bid on. Please provide an electronic copy of your excel bid sheet with your bid submission.

Required form 11 Minimum Requirements Table (form may be expanded or duplicated as needed)



LEE COUNTY
S O U T H W E S T F L O R I D A

QUALIFICATION CRITERIA

FOR

B 160576, County Wide Minor Paving, Drainage & Concrete Improvements

Bidder(s) must meet the minimum qualification criterion as specified to qualify for consideration of award. This form should be completed and returned with bid submittal along with any supporting documentation where requested and/or indicated herein.

Criteria 1 - Experience: The Bidder shall provide details that demonstrate successful completion of at least three (3) road resurfacing, concrete or drainage improvement projects, for an entity similar in size to that of Lee County, within the last 5 years. Scope of work summary should include the work performed with a short description of services and a summary of work maintaining access to residents, traffic control efforts, and site safety.

Has your firm successfully completed at least three (3) road resurfacing, concrete or drainage improvement projects, within the last five (5) years? _____ **YES** _____ **NO**

If YES, provide details as requested below:

PROJECT 1

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

PROJECT 2

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

PROJECT 3

PROJECT NAME: _____	
PROJECT START DATE: _____	PROJECT COMPLETION DATE: _____
CLIENT NAME: _____	
CLIENT CONTACT NUMBER: _____	CLIENT EMAIL: _____
AMOUNT OF AWARD: _____	
SCOPE OF WORK SUMMARY: _____	

Authorized Bidder Signature

Date:

Authorized Bidder Name (Print or Type)

NOTE: Do NOT provide supplemental materials regarding qualification criteria. Completion of this form is all that is requested.



LEE COUNTY
S O U T H W E S T F L O R I D A

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B160576/ANB SOLICITATION NAME: County Wide Paving & Drainage Improvements

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



Lee County Procurement Management

REFERENCE SURVEY

Solicitation # B160576/ANB

County Wide Minor Paving, Drainage & Concrete Improvements

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	BUYER: Adam Brooke	
COMPANY:	_____	DATE: 1/6/2017	
PHONE #:	_____	TOTAL # PAGES: 1	
FAX #:	_____	PHONE #: 239-533-8881	FAX #: 239-485-8383
EMAIL:	_____	BUYER EMAIL: Abrooke@leegov.com	

Section 2	Enter Proposer Information /Project Information, if applicable (Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	Sq. Ft.
_____	_____	_____	_____

Summarize Scope:

Successfully complete road resurfacing and drainage improvements similar in size of Lee County.

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4	
Reference Name (Print Name)	Please submit non-Lee County employees as references

Reference Signature	



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write "NONE" in the first "Type of Incident" box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
(Lee County Ordinance No. 08-26)
Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒
Authorized Signature _____

Date _____

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20____, _____ who has produced

_____ as identification (or personally known)
Type of ID and number

⇒
Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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

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

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety (Required for Construction Projects Only)

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)
_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,
in the SUM OF _____
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal: _____ (SEAL)
(Principal)

(By) Printed Name

Witness as to Surety: _____ (SEAL)
(Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed Submission/Proposal".

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	B160576/ANB
SOLICITATION TITLE:	County Wide Minor Paving, Drainage & Concrete Improvements
DATE DUE:	Friday, January 6, 2017
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY