BID PROPOSAL

PROJECT NAME: _	PAVING ASSESSMENT 4	
_	Various Sites (County Wide)	
_		
	C.I.P. No.	

By signing this Bid Proposal, the undersigned affirms that said Bid Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation providing a Bid Proposal for the same purpose, and that this Bid Proposal is in all respects fair, and without collusion or fraud. The undersigned understands that this Bid Proposal must be signed to avoid rejection by Pasco County (hereinafter the "COUNTY").

IN EXECUTING THIS DOCUMENT, THE UNDERSIGNED REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE ASSOCIATED INSTRUCTIONS TO BIDDERS (PART I), THE CONDITIONS OF CONTRACT (PART II), AND THE AGREEMENT (PART IV), SAID DOCUMENTS AND THEIR RESPECTIVE EXHIBITS AND ATTACHMENTS BEING THE SOLE BASIS UPON WHICH THE BIDDER MAKES THIS PROPOSAL.

* * * USE BLUE OR BLACK INK * * *

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY PASCO COUNTY:

1.	Bid Price. Note that this sum represents the total of the prices shown in the following Bid Schedule (page(s) BP 1 - 20). Should the BIDDER make any errors in determining a line item total or in the summation of the line item totals in said Bid Schedule, upon discovery of the errors, the correct multiplication and/or sum, will be used by the County in determining the Bid Price of a BIDDER; provided, however, the COUNTY shall not be liable for any failure to discover such errors:	\$ (DO NOT LEAVE BLANK)
2.	Indemnification (in accordance with Article 6.5 of the General Conditions):	\$50.00
 3. 4. 	Total Bid Price (add the dollar amounts stated in the above lines.) Allowances	\$(DO NOT LEAVE BLANK)
-	A. Allowance Work in accordance with Article 21 of the General Conditions.	\$(FOR COUNTY USE ONLY)
	B. Other Allowances	\$N/A
5.	Alternates (none)	\$(FOR COUNTY USE ONLY)
6.	Final Total Bid Price *:	\$(FOR COUNTY USE ONLY)

^{*} The dollar amounts shown herein are to be utilized by the COUNTY as a guide to selecting the *best qualified* low BIDDER. The actual total compensation paid BIDDER for the project described in these Contract Documents may vary from the amount stated herein due to adjustments in pay quantity/ quantities resulting from changes in item quantity/quantities, and/or adjustments in pay quantity/quantities as otherwise permitted by these Contract Documents.

^{7.} BIDDER acknowledges that included in the various items of the proposal, and in the Total Bid Price as indicated above, are costs for complying with the Florida Trench Safety Act.

BID NO. <u>07-169</u>

	this blank to be filled in by the BIDDER]. This cost is itemized in the Florida Trench Safety Act Certification and Disclosure Statement that is included in this proposal as Exhibit B. It is a MANDATORY REQUIREMENT that the Disclosure Statement be submitted with a bid.
8.	The Total Bid Price quoted above represents the Bid Proposal of the BIDDER, exclusive of consideration of Reserves for Specified Allowances and of the Alternate(s) listed in any accompanying Alternative Bid Schedule. Pasco County may select one or more of any said Alternate(s) relative to determining the lowest and best bid proposal. The Final Total Bid Price will be computed by Pasco County to reflect all Reserves for Allowances, as well as the addition or deletion of any Alternate(s) selected by the COUNTY. Where an Alternative Bid Schedule is provided, <i>A FAILURE TO SUBMIT A PRICE FOR EACH ALTERNATE WILL RESULT IN REJECTION OF THE BID AS NONRESPONSIVE</i> .
9.	Receipt of Addendum No through No is acknowledged.
10.	Legal name of the BIDDER: (Designate with name, in typed or printed form, whether corporation, limited liability company, partnership, individual, or other type of legally recognized entity or person; if not a natural person, designate also the state or country of incorporation or other legal establishment, as applicable)
	All fictitious names or aliases:
11.	Local (to New Port Richey, Florida) business and mailing address of the BIDDER:
12.	Primary business and mailing address of the BIDDER:
	Contractor License No
	Federal Employer Identification Number (FEIN):
13.	Business phone number of the BIDDER: (; Fax: (

14. The BIDDER has been operating under the present trade name continuously since:

15. The BIDDER represents by execution of this document below that the BIDDER understands all the requirements associated with this Bid, that this is a serious Bid, and that the BIDDER will comply fully with all the stipulations included in the Bid Package.

The above-named BIDDER affirms and declares:

A. That the BIDDER, if an individual, is of lawful age, and that no other person, firm or corporation has any interest in this Proposal, or in the contract proposed hereby, except as expressly stated below (if none, so state):

- B That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- C. That the BIDDER is not in arrears to the COUNTY upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the COUNTY except as expressly stated below:
- D. That no officer or employee or person whose salary is payable in whole or in part from the Treasury of the COUNTY is, shall be or shall become interested, directly or indirectly, as surety or otherwise in this Proposal, in the performance of this Contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any portion of the profits thereof.
- E. That the BIDDER has received and carefully examined all Addenda issued prior to Bid Opening.
- F. That the BIDDER has carefully examined the site of the Work and that, based alone upon investigations by the BIDDER, the BIDDER is fully satisfied as to: (1) the nature and location of the Work; (2) the location of all existing utilities, whether above or below the surface; (3) all subsurface conditions; (4) the character, quality and quantity of all materials needed for the performance of the Work; (5) the kind and extent of the equipment, labor and other resources or facilities needed for the performance of the Work; (6) the general and local conditions, as well as all difficulties that may be encountered, including but not limited to weather conditions; and (7) all other items which may in any way affect or impact the Work or its performance.
- G. That the BIDDER or any officer of the BIDDER has not been found guilty of a public entity crime or is on the convicted vendor list set forth in Section 287.132 and 287.33, F.S.

The individual executing this document, under penalty of perjury, represents that he or she is either the BIDDER, or that he or she is of lawful age and has been duly AUTHORIZED to execute this document on behalf of the BIDDER.

IN WITNESS WHEREOF, this Bid Proposal has been signed and sealed as of the date indicated below by the BIDDER.

ATTEST:	BIDDER:	
Witness	BY:(Authorized signature in in	(SEAL)
Witness	(Printed name of signer)	
	(Printed title of signer)	MINI
CORPORATE SEAL (where appropriate)	(Date signed)	

THIS PROPOSAL MUST BE SWORN TO OR AFFIRMED BELOW BY THE PERSON SIGNING IT (see following pages)

ACKNOWLEDGEMENT OF BIDDER (IF A CORPORATION OR A LIMITED LIABILITY COMPANY)

STATE OF	}
COUNTY OF	}ss }
On this day of	, 20, before me, the
On this day ofundersigned authority, personally appeared	
to me known to be the individual described in and	
, of, one in constant in the same to be true in all respects.	ecution of such instrument as such an officer and deed of said entity, pursuant to the powers ctors or other appropriate authority of said entity,
WITNESS my hand and official seal the date afo	resaid.
(Signature of Notary Public - State of Florida)	_
(Print, Type, or Stamp Commissioned Name)	_
Personally known or produced identification	
Type of identification produced	
(NOTARY SEAL)	

ACKNOWLEDGEMENT OF BIDDER (IF A PARTNERSHIP, LIMITED PARTNERSHIP, OR INDIVIDUAL)

STATE OF}	
COUNTY OF}	
On this day of me, the undersigned authority, personally appeared to me known to be the individual described in and who execute uses and purposes therein expressed [check one]:	, 20, before, d the foregoing instrument for the
[] for himself/herself alone.	
[] as a member of the firm ofand acknowledged the execution of same, for and on behalf of firm.	(if applicable) and as the act and deed of said
WITNESS my hand and official seal the date aforesaid.	
(Signature of Notary Public - State of Florida)	
(Print, Type, or Stamp Commissioned Name)	
Personally known or produced identification	
Type of identification produced	
(NOTARY SEAL)	

BID SCHEDULE: SUBMITTED BY	

PAVING ASSESSMENT 4 BID ITEMS GENERAL BID ITEMS

(The General Bid Items could apply to any and or all of the Project Locations. The General Bid Items are included here for the purpose of establishing a Unit price for use on any of the tasks included in this contract.)

(BID NUMBER 07-169)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE	***************************************	
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
102-81	Temporary Pavement Markings	1	LF		
104-10-1	Baled Hay (Staked)	1	EA		
104-11	Turbidity Barrier (Floating)	1	LF		
104-13	Silt Fence (Staked)	1	LF		
104-16	Rock Bags	1	EA		
110-1-1A	Clearing and Grubbing <6"	1	AC		
110-1-1B	Clearing and Grubbing >6"	. 1	AC		
110-4	Removal of Existing Pavement (Concrete)	1	SY		
110-7	Mailboxes (Furnish and Install)	1	EA		
110-47	Road Edge Preparation	1	LF		
110-48	Saw Cut (Concrete)	1	LF		
110-49	Saw Cut (Asphalt)	1	LF		-
110-50	"Pickup" Type Power Broom	1	HR		
120-1	Regular Excavation	1	CY		
120-2	Borrow Excavation	1	CY		
120-6	Embankment	1	CY		
121-70	Flowable Fill	1	CY		
160-4-1	Stabilization, Type "B" (6")(LBR40)	1	SY		
160-4-2	Stabilization, Type "B" (12")(LBR40)	1	SY		
162-2	Topsoil	1	SY		
270-1	Soil Cement Base (300 psi) (Plant-Mixed) (7")	1	SY		
270-1-1	Soil Cement Base (300 psi) (Plant-Mixed) (10")	1	SY		
285A	Crushed Concrete Base	1	SY		
285B	Blended Base	1	SY		
285-705-12	Base (Optional) Limerock (6")	1	SY		
285-707-11	Base (Optional) Limerock (8")	1	SY		
285-710-11	Base (Optional) Limerock (10")	1	SY		
286-1	Turnout Construction (Concrete)	1	SY		
286-2	Turnout Construction (Asphalt)	1	TN		
327-70-8	Milling of Existing Asphalt Pavement (2 ½" Max. Depth) (Various Widths)	1	SY		
327-70-8A	Haul and Stockpile Millings		CY-MI		7.0
331-1	Asphalt Price Index Adjustment	1	GA	xxxxxxxxx	xxxxxxxxx
331-2-1	Type S-1 Asphaltic Concrete (ACC), Leveling	1	TN		
331-2-4	Type S-III Asphaltic Concrete (ACC), Leveling	1	TN		
331-2-6	Type S-III Asphaltic Concrete (ACC), Intermediate Course or Surface	. 1	TN		
331-2-7	Type S-I Asphaltic Concrete (ACC) Deep Patch, (4"+/- 1")	1	TN		
331-2-8	Type ABC-3	1	TN		
331-2-9	Type FC-3 (Without Rubber)	1	TN		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
334-1	Type PD-III ACC, Surface or Intermediate Course	1	TN		
339-1	Miscellaneous Asphalt Pavement	1	TN		
400-1-2	Endwall (Class II Concrete)	1	CY		
400-1-15	Class I Concrete (Miscellaneous)	1	CY		
415-1	Reinforcing Steel	1	LB		
425-1-31	Inlet (Curb Type P-1)	1	EA		
425-1-32	Inlet (Curb Type P-2)	1	EA		
425-1-33	Inlet (Curb Type P-3)	1	EA		
425-1-34	Inlet (Curb Type P-4)	1	EA		
425-1-41	Inlet (Curb Type J-1)	1	EA		
425-1-42	Inlet (Curb Type J-2)	1	EA		
425-1-43	Inlet (Curb Type J-3)	1	EA		
425-1-44	Inlet (Curb Type J-4)	1	EA		
425-1-47	Inlet (Curb Type 7)	1	EA		
425-1-48	Inlet (Curb Type 8)	1	EA		
425-1-52	Inlets (DT BOT Type C)	1	EA		
425-1-54	Inlets (DT BOT Type D)	1	EA		
425-1-55	Inlets (DT BOT Type E)	1	EA		
425-1-58	Inlets (DT BOT Type H)	1	EΑ		
425-1-71	Inlets (Gutter Type V)	1	EA		
425-5A	Manhole Cover	1	EA		
425-6	Adjusting Valve Boxes	1	EA		
425-10	Yard Drains	1	EA		
430-11-423	15" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-223	15" Mitered End Section	1	EA		
430-11-425	18" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-225	18" Mitered End Section	1	EA		
430-11-429	24" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-229	24" Mitered End Section	1	EA		
430-11-433	30" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-233	30" Mitered End Section	1	EA		
430-11-438	36" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-238	36" Mitered End Section	1	EA		
430-11-440	42" Reinforced Concrete Pipe (Class IV)	1	LF		
	Relay Existing Pipe (Concrete Round) (< 30")	1	LF		
430-190-143B	Relay Existing Pipe (Concrete Round) (30" – 60")	1	LF		
430-98-240	42" Mitered End Section	1	EA		
430-11-441	48" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-241	48" Mitered End Section	1	EA		
430-11-442	54" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-242	54" Mitered End Section	1	EA		
430-11-443	60" Reinforced Concrete Pipe (Class IV)	1	LF		
430-98-243	60" Mitered End Section	1	EA		
430-141-401	12" X 18" Elliptical RCP (Class IV)	1	LF		
430-98-401	12" X 18" Mitered End Section	1	EA		
430-141-402	14" X 23" Elliptical RCP (Class IV)	1	LF		
430-98-402	14" X 23" Mitered End Section	1	EA		
430-141-403	19" X 30" Elliptical RCP (Class IV)	1	LF		
430-98-403	19" X 30" Mitered End Section	1	EA		
430-141-404	24" X 38" Elliptical RCP (Class IV)	1	LF		
430-98-404	24" X 38" Mitered End Section	1	EA		
430-141-405	29" X 45" Elliptical RCP (Class IV)	1	LF		
430-98-405	29" X 45" Mitered End Section	1	EA		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
430-141-408	34" X 53" Elliptical RCP (Class IV)	1	LF		
430-98-408	34" X 53" Mitered End Section	1	EA		
430-141-409	38" X 60" Elliptical RCP (Class IV)	1	LF		
440-1-10	Underdrain (Type I)	1	LF		
440-1-20	Underdrain (Type II)	1	LF		
514-71	Plastic Filter Fabric	1	SY		
515-1-2	Handrail (Aluminum)	1	LF		
520-1-7	Concrete Curb and Gutter (Type E)	1	LF		
520-1-10	Concrete Curb and Gutter (Type F)	1	LF		
520-3	Concrete Valley Gutter	1	LF		
520-4	Special Concrete Gutter	1	LF		
522-1	Concrete Sidewalk, 4" Thick, 3'-5' Wide	1	SY		
522-2	Concrete Sidewalk, 6" Thick, Width Varies	1	SY		
530-1	Sand Cement Riprap (Roadway)	1	CY		
547-70-1	Riprap, Fabric Formed Concrete (8" Filter Points)	1	SY		
550-2-22	Fencing, Type B (6' Height)	1	LF		
550-2-22A	Fencing, Type B (6'Height) (Vinyl Coated)	1	LF		
550-3-22	Fence Corner Post Assembly	1	EA		
570-2	Seed and Mulch (including Fertilizer)	1	SY		
575-1-1	Sodding Bahia	1	SY		
575-1-4	Sodding (Match Existing)	1	SY		
577-70	Reworking Shoulders	1	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCH	EDULE: SUBMITTED BY	
	PAVING ASSESSMENT 4 BID ITEMS 1.) FOXWOOD (BID NUMBER 07-169)	
FROM:	SIGNATURE:	

TO: PASCO COUNTY PURCHASING DEPT. 8919 GOVERNMENT DRIVE

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
102-91	Temporary Pavement Markings	832	LF		
110-47	Road Edge Preparation	16,630	LF		
110-50	"Pickup" Type Power Broom	80	HR		
327-70-8	Milling of Existing Asphalt Pavement	23,054	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	1,440	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	1,457	TN		
331-2-7	Type S-I ACC, Deep Patch	146	TN		
425-5A	Adjusting Manholes	26	EA		
520-1-10	Concrete Curb and Gutter (Type F)	200	LF		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY	The state of the s	
	PAVING ASSESSMENT 4 BID ITEMS 2.) FOGGY RIDGE (BID NUMBER 07-169)	
FROM.	SIGNATI IRE:	

FROM:		SIGNATURE	:
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE	_	

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE	İ			
102-91	Temporary Pavement Markings	702	LF		
110-47	Road Edge Preparation	14,040	LF		
110-50	"Pickup" Type Power Broom	80	HR		
327-70-8	Milling of Existing Asphalt Pavement	20,804	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	1,716	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	1,355	TN		
331-2-7	Type S-I ACC, Deep Patch	260	TN		
425-5A	Adjusting Manholes	21	EA		
522-1	Special Concrete Gutter	100	LF		
				BID PRICE**	1

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^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY	
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PAVING ASSESSMENT 4 BID ITEMS 3.) LEONARD ROAD (BID NUMBER 07-169)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT. 8919 GOVERNMENT DRIVE	DATE:	

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
102-91	Temporary Pavement Markings	650	LF		
104-13	Silt Fence (Staked)	13,000	LF		
110-4	Removal of Existing Pavement (Concrete)	200	SY		
110-7	Mailboxes (Relocation) (Furnish and Install)	52	EA		
110-47	Road Edge Preparation	13,000	LF		
110-48	Sawcut Concrete Driveways	240	LF		
110-50	"Pickup" Type Power Broom	8	HR		
286-1	Turnout Construction (Concrete)	200	SY		
286-2	Turnout Construction (Asphalt)	140	TN		
327-70-8	Milling of Existing Asphalt Pavement	1.000	SY		
331-2-1	Type S-1 Asphaltic Concrete Cement (ACC) Leveling	1,375	TN		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	914	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	914	TN		
331-2-7	Type S-I ACC, Deep Patch	488	TN		
400-1-2	Endwall (Class II Concrete)	5	CY		
400-1-15	Class I Concrete Miscellaneous	100	CY		
430-141-02	14"X23" Elliptical RCP (Class IV)	60	LF		
522-2	Concrete Sidewalk, 6" Thick, Width Varies	200	SY		
575-1-1	Sodding (Bahia)	7,222	SY		
577-70	Reworking Shoulders	7,222	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCI	HEDULE: SUBMITTED BY		
	PAV	ING ASSESSMENT 4 BID ITEMS 4.) ARDSLEY LANE (BID NUMBER 07- <u>169</u>)	
FROM: TO:	PASCO COUNTY PURCHASING DEPT. 8919 GOVERNMENT DRIVE	SIGNATURE: DATE:	

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
110-7	Mailboxes (Relocation) (Furnish and Install)	15	EA		
110-47	Road Edge Preparation	1,940	LF		
327-70-8	Milling of Existing Asphalt Pavement	1.293	SY		•
331-2-1	Type S-1 Asphaltic Concrete Cement (ACC) Leveling	242	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	162	TN		
331-2-7	Type S-I ACC, Deep Patch	57	TN		
575-1-1	Sodding (Bahia)	1,078	SY		
577-70	Reworking Shoulders	1,078	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY _			
	PAVING ASSESSMENT 4 BID ITEMS		

5.) LAKEWOOD ESTATES (BID NUMBER 07.169)

FROM:		SIGNATURE: _	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
110-47	Road Edge Preparation	10,930	LF		
110-50	"Pickup" Type Power Broom	40	HR		
327-70-8	Milling of Existing Asphalt Pavement	7,943	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	834	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	834	TN		
331-2-7	Type S-I ACC, Deep Patch	96	TN		
400-1-15	Class I Concrete Miscellaneous	10	CY		
430-11-423	15" Reinforced Concrete Pipe (Class IV)	70	LF		
430-11-429	24" Reinforced Concrete Pipe (Class IV)	70	LF		
520-3	Concrete Valley Gutter	100	LF		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY	
----------------------------	--

PAVING ASSESSMENT 4 BID ITEMS 6.) VALLEY VIEW ESTATES (BID NUMBER 07-169)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
104-13	Staked Silt Fence	2,000			
110-1-1A	Clearing and Grubbing	1	AC		
110-4	Removal of Existing Pavement (Concrete)	120	SY		
110-7	Mailboxes (Relocation) (Furnish and Install)	8	EA		
110-47	Road Edge Preparation	1,660	LF		
110-48	Sawcut Concrete Driveways	132	LF		
110-50	"Pickup" Type Power Broom	16	HR		
120-1	Regular Excavation	50	CY		
286-1	Turnout Construction (Concrete)	120	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	156	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	119	TN		
331-2-7	Type S-I ACC, Deep Patch	117	TN		
400-1-15	Class I Concrete Miscellaneous	5	CY		
575-1-4	Sodding (Match Existing)	922	SY		
577-70	Reworking Shoulders	922	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY		
	PAVING ASSESSMENT 4 BID ITEMS 7.) SEA FOREST (BID NUMBER 07-169)	
FROM:	SIGNATURE:	

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
102-91	Temporary Pavement Markings	650	LF		
110-47	Road Edge Preparation	13,000	LF		
110-48	Sawcut Concrete Driveways	240	LF		
110-50	"Pickup" Type Power Broom	8	HR		
327-70-8	Milling of Existing Asphalt Pavement	1.000	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	914	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	914	TN		
331-2-7	Type S-I ACC, Deep Patch	488	TN		
400-1-15	Class I Concrete Miscellaneous	100	CY		
425-5	Adjustinig Manholes	11	EA		
520-3	Concrete Valley Gutter	100	LF		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY		
	DAVING ACCECCMENT 4 DID ITEMS	
	PAVING ASSESSMENT 4 BID ITEMS	

(BID NUMBER 07-169)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
110-4	Removal of Existing Pavement (Concrete)	50	SY		
110-47	Road Edge Preparation	10,780	LF		
110-50	"Pickup" Type Power Broom	40	HR		
327-70-8	Milling of Existing Asphalt Pavement	16,469	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	865	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	865	TN		
331-2-7	Type S-I ACC, Deep Patch	82	TN		
400-1-15	Class I Concrete Miscellaneous	10	CY		
425-5	Adjustinig Manholes	6	EA		***************************************
520-3	Concrete Valley Gutter	100	LF		
522-1	Concrete Sidewalk, 4" Thick, 3'-5' wide	50	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY	

PAVING ASSESSMENT 4 BID ITEMS 9.) CRANBROOK PLACE (BID NUMBER 07-<u>169</u>)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
102-91	Temporary Pavement Markings	37	LF		
110-4	Removal of Existing Pavement (Concrete)	80	SY		
110-7	Mailboxes (Relocation) (Furnish and Install)	12	EA		
110-47	Road Edge Preparation	740	LF		
110-48	Sawcut Concrete Driveways	144	LF		
110-50	"Pickup" Type Power Broom	8	HR		
286-1	Turnout Construction (Concrete)	80	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	73	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	56	TN		
331-2-7	Type S-I ACC, Deep Patch	68	TN		
400-1-15	Class Concrete Miscellaneous	5	CY		
575-1-4	Sodding (Bahia)	411	SY		
577-70	Reworking Shoulders	411	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY _		
	DAVING ACCESSMENT A DID ITEMS	
	PAVING ASSESSMENT 4 BID ITEMS	

10.) VIRGINIA CITY (BID NUMBER 07-169)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		
	NEW PORT RICHEY, FL 34654-5598		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
	BID SCHEDULE				
110-47	Road Edge Preparation	22,722	LF		
110-50	"Pickup" Type Power Broom	40	HR		
327-70-8	Milling of Existing Asphalt Pavement (2 ½" Maximum Depth) (Various Widths)	26,072	SY		
331-2-4	Type S-III Asphaltic Concrete, Leveliing	1,413	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	1,413	TN		
331-2-7	Type S-I ACC, Deep Patch	345	TN		
400-1-15	Class I Concrete Miscellaneous	5	CY		
520-3	Concrete Valley Gutter	100	LF		
575-1-1	Sodding (Bahia)	1500	SY		
575-1-4	Sodding (Match Existing)	70	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BID SCHEDULE: SUBMITTED BY		
_		
	PAVING ASSESSMENT 4 BID ITEMS	

11.) DIXIE GROVE ESTATES (BID NUMBER 07-169)

FROM:		SIGNATURE:	
TO:	PASCO COUNTY PURCHASING DEPT.	DATE:	
	8919 GOVERNMENT DRIVE		

BID ITEM NO.	DESCRIPTION	QUANTITY	UNITS*	UNIT PRICE	AMOUNT
***************************************	A ANNO MARKATAN AND ANNO MARKATAN AND A AN				
AMERICA TO STATE OF THE STATE O	BID SCHEDULE				
110-7	Mailboxes	50	EA		
110-47	Road Edge Preparation	17,036	LF		
110-49	Sawcut Asphalt Driveways	500	LF		
110-50	"Pickup" Type Power Broom	50	HR		
331-2-1	Type S-1 Asphaltic Concrete, Leveling	724	TN		
331-2-4	Type S-III Asphaltic Concrete, intermediate	724	TN		
331-2-6	Type S-III ACC, Surface or Intermediate Course	724	TN		
331-2-7	Type S-I ACC, Deep Patch	756	TN		
577-70	Rework Shoulders	2452	SY		
				BID PRICE**	

^{*} AC=Acre, LF=Linear Foot, EA=Each, SY=Square Yard, HR=Hour, CY=Cubic Yard, TN=Ton, CY-MI=Cubic Yard-Miles, GA=Gallon, LS=Lump Sum, LB=Pound.

^{**} INDICATE BID PRICE HERE AND INCLUDE A SUMMARY OF ALL BID PRICES ON SHEET BP-2.

BOND	NO.	

EXHIBIT A

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE,	
(hereinafter called	the
Principal) and	
(hereinafter called the Surety), a corporation chartered and existing under the laws of the Sta, with its principal offices in the City of	te of
and authorized to do business in the State of Florida, are held and firmly bound unto the Boar County Commissioners, Pasco County, Florida, in the full and just sum of FIVE PERCENT (OF THE TOTAL BID PRICE in good and lawful money of the United States of America, to be upon demand of Pasco County and to which payment, will and truly to be made, we bind selves, heirs, executors, administrators, successors, and assignees, jointly and severally firmly by these presents.	(5%) paic Loui
WHEREAS, the Principal is about to submit or has submitted a Proposal to Pasco Co for the purpose of improving PAVING ASSESSMENT 4 — Various Sites (County Wide)	unty
FAVING ASSESSMENT 4 - Valious Sites (County Wide)	
(Foxwood, Foggy Ridge Parkway, Leonard Road, Ardsley Lane, Lakewood Estates	
Valley View Estates, Veterans Village Part 4, Sea Forest,	
Cranbrook Place, Virginia City and Dixie Grove Estates)	
for Pasco County, designated as Bid No07-169;	and

WHEREAS, the Principal desires to file this Bid Bond in accordance with law, in lieu of an acceptable check otherwise required to accompany the Proposal;

NOW THEREFORE, the conditions of this Bid Bond are such that if the Proposal is accepted by Pasco County and if the Principal, within ten (10) days after written Notice of Apparent Low Bidder, (a) executes a written contract in the form and manner required by Pasco County, in accordance with the Proposal, and upon the terms, conditions and price(s) set forth therein and (b) executes any Performance Bond and/or Payment Bond required by the Proposal;

\\BCCATTY01\County_ Data\cau12-JMF\Public\Paving Assessment 4\Bid Doc\19. Part III - Exhibit A - Bid Bond.doc

BOND	NO.

valued in the amount(s) specified therein; and in a form and with sureties satisfactory to Pasco County, or furnishes an alternate form of security acceptable to Pasco County and (c) submits certificates of insurance in the manner specified in the Contract Documents, with companies acceptable to Pasco County, and in such amounts as required by the Contract Documents; then this Bid Bond is void. Otherwise, this Bid Bond remains in full force and effect and the Surety shall immediately pay to Pasco County, upon demand, the amount secured by this Bid Bond in good and lawful money of the United States of America, upon failure of the Principal to comply with any and all of the foregoing requirements within the time specified above.

THIS BOND DATED THIS	DAY OF	, 20
ATTEST:	PRINCIPAL:	(SEAL)
BY:	By:	
Name:	Name:	
Title:	Title:	
Witness		
Witness		

-OR-

Witness		BY: _	As A	Attorney in Fa	act (Attach	Power)	(SEAL
Witness		•	Prin	ted Name			***************************************
		-	Bus	iness Addres	S		
		() Bus	iness Teleph	one		
			_}	SS.			
On thisundersigned autho me known to be the member of the firm and acknowledged firm, for the uses a	day of rity, personally apper ne individual descril n of I the execution of sa and purposes therein	eared bed in a ame, for n expres	and o	on behalf of a		(if a	pplicable
	ry Public - State of I						
(Print, Type, or Sta	amp Commissioned	Name)					
Personally known or produced identif							
Type of identification	on produced						
(NOTARY SEA	L)						

		BOND NO
ATTEST:	SURETY:Printed Name	
	Business Addres	s
Witness	BY:Authorized Signature	(SEAL)
Witness	Printed Name	·

-OR-

	RV·		(SEAL)
Witness	D1.	As Attorney in Fact (Attach Power)	(OLAL)
Witness		Printed Name	
		License Number of Agent	
COUNTERSIGNED (if applicable):			
Signed		Agency Name	
Agent's License No Telephone		Agency Mailing Address	
		() Agency Telephone No.	
		() Agency Fax No.	

BOND	NO	
DUND	NU.	

STATE OF	}
COUNTY OF	} ss. }
On this day of	, 20, before me, the
undersigned authority, personally appeared me known to be the individual described in an member of the firm of and acknowledged the execution of same, for a	nd who executed the foregoing instrument as a
and acknowledged the execution of same, for a firm, for the uses and purposes therein express	
WITNESS my hand and official seal the date	e aforesaid.
(Signature of Notary Public - State of Florida)	
(Print, Type, or Stamp Commissioned Name)	
Personally known or produced identification	
Type of identification produced	
(NOTARY SEAL)	

EXHIBIT B

PASCO COUNTY, FLORIDA

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT (MANDATORY)

The undersigned acknowledges the requirements of the Florida Trench Safety Act and hereby certifies that the undersigned is an authorized representative of the bidder and in that capacity commits the bidder to the following in the performance of the work in the event that the subject contract is awarded to and executed by said bidder.

- 1. The bidder acknowledges the Florida Trench Safety Act and the requirements established herein.
- 2. The bidder further acknowledges that the aforementioned Act established the Federal excavation safety standards set forth at 29 CFR Part 1926.650, Subpart P as the interim State standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or reviews said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.
- 3. The bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.
- 4. The Contractor shall consider the geotechnical information available from the County, its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Contractor acknowledges that it is *solely responsible* for the selection of the data on which it relies in designing said safety system, as well as for the system itself.
- 5. The amount the bidder has set forth in Item 6 of page BP-2 includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, cost and the unit prices inferred shall be disclosed solely for the purpose of compliance with the procedural requirements of the aforementioned Act. No adjustment to the Contract Time or Price shall be made for any difference in the number of linear feet of trench excavation, except as may otherwise be provided in these Contract Documents.

Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF,SY)	Unit Cost	Extended Cost
A		<u> </u>	\$	\$
В			\$	\$
C			\$	\$
D			\$	\$
			TOTAL	\$

The TOTAL above must be identical to cost shown in Item 6 on page BP-2. (Use additional blank sheets to further itemize if more room is required.)

- 6. This amount disclosed as the cost of compliance with the applicable trench safety requirement does *not* constitute the extent of the Contractor's obligation to comply with said standards. Contractor shall expend additional sums, at no additional cost to the County (except as may otherwise be provided), which are necessary to so comply.
- 7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the bidder, as Contractor, of its sole responsibility to comply with the applicable trench safety requirements.

Authorized Signature
Typed name of Contractor
Date

EXHIBIT C

CONFLICT OF INTEREST DISCLOSURE (MANDATORY)

The award hereunder is subject to provisions of Chapter 112, Florida Statutes. All BIDDERS must disclose with their Bid Proposal the name of any officer, director, or agent who is also an employee of Pasco County, Florida. Further, all BIDDERS must disclose the name of any Pasco County employee who owns, directly or indirectly, an interest of ten (10) percent or more in the BIDDER'S firm or any of its branches.

Name	Conflict
The undersigned, under penalty o BIDDER named below, does hereby cert Proposal is made without prior understar corporation, firm, or person submitting MATERIALS, supplies, or EQUIPMENT; collusion or fraud; and that the BIDDER Bid Proposal.	nding, agreement, or connection with any a Bid Proposal for the same WORK, that it is in all respects fair and without
Name of BIDDER	Ву:
Name of bibben	Name:
	Title:
	Date:

EXHIBIT D

DRUG-FREE WORKPLACE CERTIFICATION

In case of tie Bid Proposals, preference must be given to vendors submitting a certification with their Bid Proposal certifying that they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This drug-free certification form must be signed and returned with your Bid Proposal.

The undersigned, under penalty of perjury, claims to have authority to, and does hereby certify on behalf of the BIDDER named below, in accordance with Florida Statute 287.087, that:

Name of Business

does:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the work place, the business' policy of maintaining a drug-free work place, and available drug counseling, rehabilitation, and employee-assistance programs, and the penalties that may be imposed upon employees for drug-abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under BID, a copy of the statement specified in Subsection (1).
- 4. In the statement specified in Subsection (1), notify the employees that as a condition of working on the commodities or contractual services pursuant to competitive bidding, the employee will abide by the terms of the statement, and will notify the employer of any conviction, plea of guilty, or *nolo contendere* to any violation of Chapter 893, Florida Statutes, or of any controlled-substance law of the United States or any state for violation occurring in the work place no later than five (5) days after such conviction.

- 5. Impose a sanction on or require the satisfactory participation in a drugabuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6. Make a good-faith effort to continue to maintain a drug-free work place through implementation of this certification.

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

	By:
Name of BIDDER	Name:
	Title:
	Date:

EXHIBIT E

CERTIFICATION OF UNDERSTANDING (NPDES AND PPCP)

On behalf of the BIDDER named below, I am authorized, and do hereby certify, under penalty of perjury, that I understand the terms and conditions of the General National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharge activity from the construction site identified as part of this certification.

Furthermore, I am authorized, and hereby certify, that the BIDDER will hold the COUNTY harmless for any and all violations of the General NPDES Permit conditions and the Storm Water Pollution Prevention Control Plan in connection with this Project.

	By:
Name of BIDDER	Name:
	Title:
	Date:

State of Florida	}		
	} ss.		
County of	}		
The foregoing Certifi	ication of Understand	ling was sworn to and subscri	ibed
or affirmed before me this		_	
Personally knownOF	R- Produced identifica	ation Type:	
N	• .1 .		
Notary Public – State of Flo	orida		
(Print, typed, or stamped co	ommissioned name of	f notary public)	
My commission expires			

EXHIBIT F

CONTRACTOR RESPONSIBILITY SURVEY FOR ENGINEERING AND CONSTRUCTION SERVICES

In order to determine the lowest responsive and responsible bidder for this project, Pasco County mandates that the apparent lowest bidder provide the following survey. THE FAILURE OF A BIDDER TO PROVIDE TIMELY ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING THAT THE BIDDER IS NOT RESPONSIBLE. PASCO COUNTY MAY RELY ON THIS INFORMATION IN AWARDING THE CONTRACT FOR THIS PROJECT, THEREFORE, ANY MATERIALLY FALSE, MISLEADING, OR INCOMPLETE INFORMATION SUBMITTED BY A BIDDER MAY BE GROUNDS FOR REJECTION OF A BID OR REVOCATION OF AN AWARDED BID IF THE MATERIAL FALSITY, MISLEADING NATURE, OR INCOMPLETENESS OF THE INFORMATION SUBMITTED IS DISCOVERED BEFORE BOARD APPROVAL OF THE CONTRACT. OR FOR THE **TERMINATION** OF THE CONTRACT FOR CAUSE DISCOVERED AFTER BOARD APPROVAL OF THE CONTRACT. Any questions concerning the requested information may be directed to the Pasco County Purchasing Director.

Information and Documents to be provided

- 1. List all projects on which the BIDDER has worked in the last two (2) years. Please include, for each project, the job location, the cost and/or contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety.
- 2. List all projects for which the BIDDER is currently under contract. Please include, for each project, the job location, the

cost/contract value, the name and telephone number of the owner's representative, and the name and telephone number of the surety. Also indicate whether the BIDDER is the prime contractor on the project, and whether all subcontractors have been paid to date in a timely fashion.

- 3. Provide a copy of the current resume of the project manager and full-time job superintendent for the BIDDER who will be used on this project for Pasco County, if the contract is awarded to the BIDDER.
- 4. Provide a critical path_management plan within thirty days of contract award detailing the approach the BIDDER anticipates taking towards this project for Pasco County.
- 5. Provide a copy of a balance sheet and income statement for the most recent quarterly period of the fiscal year of the BIDDER.

PART IV

AGREEMENT

	THIS AGREEMENT is made and enter	red into by ar	nd between	the BOAF	₹D OF
COUN	NTY COMMISSIONERS OF PASCO COUI	NTY, FLORIDA	, hereinafter	called CO	UNTY,
and		, hereinaft	er called the	CONTRA	CTOR,
whose	e business address is				
	WITNESSETH THAT:				
hereto	In consideration of the mutual covenants to agree as follows:	and provisions	contained h	nerein, the	parties

1. The CONTRACTOR shall provide to the COUNTY, within the Contract Time, all labor, materials, and appurtenances thereto per the requirements set forth in the Contract Documents for:

PAVING ASSESSMENT 4

Various Sites (County Wide)

(Foxwood, Foggy Ridge Parkway, Leonard Road, Ardsley Lane, Lakewood Estates, Valley View Estates, Veterans Village Part 4, Sea Forest, Cranbrook Place, Virginia City and Dixie Grove Estates)

Bid No. <u>07-169</u>

- 2. The CONTRACTOR shall complete the Work to be performed under this Agreement within <u>180</u> calendar days (the initial Contract Time) from the date of the Notice To Proceed issued by the COUNTY.
- 3. In addition to the number of calendar days specified for the initial Contract Time in the preceding paragraph, <u>90</u> calendar days have been included in the overall Contract Time for allocation to the CONTRACTOR for performance of Allowance Work in accordance with the Allowances provision of the Contract Documents.
- 4. **Time is of the essence of this Agreement.** Timely completion of the Work after the issuance of the aforesaid Notice to Proceed is of central importance to the COUNTY. This Project has certain various critical milestones to be met. The Special Conditions detail the Milestone Date(s) to which the CONTRACTOR must strictly adhere.
- 5. Liquidated damages shall apply to compensate for delays. The parties acknowledge and agree that the damages to the COUNTY associated with any delay in completion of the Project are not readily ascertainable as of the time of execution of this Agreement, and concur that the sum of \$3,500.00 per diem bears a reasonable relationship to

the actual damages which the COUNTY would suffer as a consequence of any such delay in completion of the Work. The parties agree that such sums are reasonable and would not constitute a penalty against the CONTRACTOR. In arriving at these sums, consideration has been given to the loss to the public of the use of the project due to delay, the additional administrative costs caused by any delay, higher labor and material costs associated with delay, risks associated with litigation from delay, and other factors. Failure to complete the Work by any Milestone Date(s) set forth in the agreed upon Work Schedule or in this Contract, up to and including that for Final Completion, therefore, shall entitle the COUNTY to deduct these sums from the Contract Price for each day of delay in meeting each such Milestone Date. The amounts of Liquidated Damages for individual Milestone Dates are additive for each day of delay they are concurrently in effect.

term	This Agreement includes and incorporates by reference all Contract Documents Contract Documents is defined within Article 1 of the General Conditions litions of the Contract (Part II).	
7. requi	The total Contract Price for the full and complete performance by Contractor of red by the Contract Documents shall not exceed \$	all Work unless

otherwise modified as provided herein. The total Contract Price includes <u>\$50.00</u> for Indemnification, \$ for Allowances, and \$0.00 for Alternates. Payment shall be

- 8. During the performance of this Agreement, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONTRACTOR or its applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONTRACTOR herein assures the COUNTY that said CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as
- 9. The CONTRACTOR shall furnish to the COUNTY (when and in the manner required by the Contract Documents) all appropriate Certificates of Insurance, and a Performance Bond and/or Payment Bond for the Contract Price within ten (10) days following Notification of Award.

hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its

10. The COUNTY and the CONTRACTOR acknowledge the acceptance from the Bid Proposal (Part III) of the following Alternate(s).

No	N/A	No	No	No
No		No	No	No
			Δ - 2	

protective range of applicability.

The COUNTY and the CONTRACTOR acknowledge that the corresponding price as shown in the Bid Proposal (Part III) for each accepted Alternate is incorporated in the amount of compensation specified in paragraph 4 above.

- 11. The COUNTY and the CONTRACTOR acknowledge that all addendums issued with respect to this Project are herein incorporated into the list of Contract Documents listed in Article 1, Part II and made a part of this Agreement.
- 12. The funding required for this Project is contingent upon the availability of County funds and the appropriation of such funds by the Board of County Commissioners.
- 13. This Agreement and any changes thereto constitute the entire agreement between CONTRACTOR and COUNTY relating to the Work. There are no previous or contemporary representations or warranties of COUNTY or CONTRACTOR not set forth or referenced in the Contract Documents.
- 14. Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement, or of any term thereof, shall be binding on the COUNTY unless in writing and executed by the BOARD.
- 15. Waiver by the COUNTY of a breach of any provision of this Agreement by the CONTRACTOR shall not be deemed to be a waiver or any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 16. No modification, waiver, termination, discharge, or cancellation of the Agreement or of any terms thereof shall impair the rights of the COUNTY with respect to any liabilities, whether or not liquidated, of the CONTRACTOR to the COUNTY theretofore accrued.
- 17. The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.
- 18. The CONTRACTOR shall at all times remain an independent contractor and shall have no power, nor shall the CONTRACTOR represent that the CONTRACTOR has any power, to bind COUNTY or to assume or to create any obligation expressed or implied on behalf of the COUNTY.
- 19. This Agreement shall be binding upon and its benefits and advantages shall inure to the heirs, personal representatives, successors and assigns of the parties hereto.
- 20. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state or local law or regulation, such part, term or provision shall be severable with the remainder of the Agreement remaining valid and enforceable.

IN WITNESS WHEREOF, the par day of (bio	ties he d award	ereto have executed this Agreement this _ d date for projects subject thereto).	
ATTEST: Jed Pittman Clerk of the Circuit Court		COUNTY: Pasco County, Florida	
BY: DEPUTY CLERK	BY:	CHAIRMAN BOARD OF COUNTY COMMISSIONERS	
ATTEST:		CONTRACTOR:	
WITNESS 1:		(SEAL) Authorized Corporate Officer or	
		Individual (Sign Before Two	
(Printed name of signatory)		Witnesses and Notary Public)	
WITNESS 2:		(Printed title of signatory)	
(Printed name of signatory)		(Business Address of Contractor)	
		(Phone number of Contractor)	
APPROVED AS TO LEGAL FORM AND SUFFICIENCY OFFICE OF THE COUNTY ATTORNEY			
		ATTORNEY	

ACKNOWLEDGEMENT OF CONTRACTOR (IF A CORPORATION OR LIMITED LIABILITY COMPANY)

STATE OF} }SS
COUNTY OF
On this day of, 20, before me, the undersigned authority, personally appeared
to me known to be the individual described in and who executed the foregoing instrument as the[title]
of[name
of corporation or limited liability company], a
[state of incorporation/establishment] [type of entity], the CONTRACTOR herein, and who severally and duly acknowledged the execution of such instrument as such an officer of the aforesaid CONTRACTOR, for and on behalf of, and as the act and deed of, the CONTRACTOR, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONTRACTOR, and who having knowledge of the several matters stated in said foregoing instrument certified the same to be true in all respects. WITNESS my hand and official seal the date aforesaid.
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally known or produced identification [check one]
Type of identification produced[describe].
(NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR (IF A PARTNERSHIP OR AN INDIVIDUAL)

STATE OF	_}									
COUNTY OF	}ss. }									
On this day of	20	before	me.	the						
On this day of, undersigned authority, personally appeared to me known to be the individual described in a	and who execu	ited the	forego	oing						
instrument on behalf of										
WITNESS my hand and official seal the date a	aforesaid.	•								
(Signature of Notary Public - State of Florida)	And the second s									
(Print, Type, or Stamp Commissioned Name of N	Notary Public)	****								
Personally known or produced identification	on [check	one]								
Type of identification produced[describe].										
(NOTARY SEAL)										