

Board of County Commissioners Agenda Request

Date of Meeting: December 6, 2016

Date Submitted: November 15, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Curtis Young, Public Works Director

Subject: 2016 Paving Project Phase III – Bid Award

Statement of Issue:

This agenda item seeks Board approval to award the bid of the 2016 Paving Project Phase III to C W Roberts Construction, Inc., the apparent low bidder, in the amount of \$1,124,708.79.

Background:

The Gadsden County Board of County Commissioners (BOCC) allocated \$6,400,000.00 in the FY14-15 budget for the paving of various County roads. Roads were selected from each District for the initial phase of construction. On October 13, 2016 the BOCC advertised to receive sealed bids on the 2016 Paving Project Phase III. Bids were opened and read aloud on October 31, 2016.

Analysis:

A total of three (3) bids were received ranging from \$1,124,708.79 to \$1,499,635.50 as indicated in the attached Detailed Bid Tabulation. Each bid was broken down by Commission District in order to track the total funding utilized in each. **C W Roberts Construction, Inc.** is the apparent low bidder in the amount of **\$1,124,708.79**. Their breakdown by district is also shown in the attached Bid Tabulation.

Fiscal Impact:

The entire cost of this project will be funded from the BOCC paving budget, which was \$6,400,000.00. The first round of paving resulted in a total cost of \$1,473,769.31 and the second round was \$2,854,749.69. The proposed contract is within the remaining allocated budget of \$1,886,861.00. After this award, a total of \$762,177.21 will remain in the paving budget.

Attached is a spreadsheet showing the final cost breakdown of each district for the 2015 Paving Project and how much is left in the district allotment after the bid costs from the 2016 Paving Project Phase III.

Options:

1. Approve the award of the 2016 Paving Project Phase III to C W Roberts Construction, Inc. in the amount of \$1,124,708.79 and authorize the chair to execute the necessary contract documents.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation:

Option 1

Attachment:

1. Detailed Bid Tabulation Form
2. Funding Breakdown by District
3. Notice of Award (4 copies)
4. Agreement (4 copies)
5. Notice to Proceed (4 copies)



				C.W. ROBERTS		PEAVY & SON		ROBERTS & ROBERTS		
ITEM	DESCRIPTION		QTY	ITEM	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
GENERAL COSTS DISTRICT 2 PHASE III										
2.01	MOBILIZATION		1	LS	\$11,275.28	\$11,275.28	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
2.02	BONDS & INSURANCE		1	LS	\$2,221.05	\$2,221.05	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
2.03	MAINTENANCE OF TRAFFIC		1	LS	\$8,180.53	\$8,180.53	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2.04	HUDSON BOULEVARD/HILLSIDE DRIVE	ASPHALT	303	TN	\$72.22	\$21,882.66	\$74.00	\$22,422.00	\$87.00	\$26,361.00
2.05		STRIPING	0.56	NM	\$1,230.73	\$689.21	\$1,000.00	\$560.00	\$1,550.00	\$868.00
2.06	MILIKEN DRIVE	ASPHALT	86	TN	\$72.20	\$6,209.20	\$74.00	\$6,364.00	\$87.00	\$7,482.00
2.07		STRIPING	0.16	NM	\$1,172.31	\$187.57	\$1,000.00	\$160.00	\$1,550.00	\$248.00
2.08	HOLLY CIRLCE ROAD	ASPHALT	775	TN	\$64.65	\$50,103.75	\$74.00	\$57,350.00	\$87.00	\$67,425.00
2.09		STRIPING	1.45	NM	\$1,203.88	\$1,745.63	\$1,000.00	\$1,450.00	\$1,550.00	\$2,247.50
2.10	ADOLPHUS BANKS ROAD	ASPHALT	162	TN	\$71.20	\$11,534.40	\$74.00	\$11,988.00	\$87.00	\$14,094.00
2.11		STRIPING	0.25	NM	\$1,373.88	\$343.47	\$1,000.00	\$250.00	\$1,550.00	\$387.50
2.12	ALFORD STREET	ASPHALT	200	TN	\$68.48	\$13,696.00	\$74.00	\$14,800.00	\$87.00	\$17,400.00
2.13		STRIPING	0.28	NM	\$1,242.86	\$348.00	\$1,000.00	\$280.00	\$1,550.00	\$434.00
2.14	ALLEN ROAD	ASPHALT	393	TN	\$69.05	\$27,136.65	\$74.00	\$29,082.00	\$87.00	\$34,191.00
2.15		STRIPING	0.55	NM	\$1,242.82	\$683.55	\$1,000.00	\$550.00	\$1,550.00	\$852.50
2.16	BUSH STREET	ASPHALT	161	TN	\$73.31	\$11,802.91	\$74.00	\$11,914.00	\$87.00	\$14,007.00
2.17		STRIPING	0.22	NM	\$1,437.82	\$316.32	\$1,000.00	\$220.00	\$1,550.00	\$341.00
2.18	CORDOVA ROAD	ASPHALT	230	TN	\$68.96	\$15,860.80	\$74.00	\$17,020.00	\$87.00	\$20,010.00
2.19		STRIPING	0.36	NM	\$1,265.78	\$455.68	\$1,000.00	\$360.00	\$1,550.00	\$558.00
2.20	SALEM ROAD	ASPHALT	710	TN	\$62.84	\$44,616.40	\$74.00	\$52,540.00	\$87.00	\$61,770.00
2.21		STRIPING	1	NM	\$1,203.73	\$1,203.73	\$1,000.00	\$1,000.00	\$1,550.00	\$1,550.00
2.22	MITCHELL DRIVE	ASPHALT	234	TN	\$70.91	\$16,592.94	\$74.00	\$17,316.00	\$87.00	\$20,358.00
2.23		STRIPING	0.44	NM	\$1,275.30	\$561.13	\$1,000.00	\$440.00	\$1,550.00	\$682.00
2.24	SAWANO DRIVE	ASPHALT	75	TN	\$70.86	\$5,314.50	\$74.00	\$5,550.00	\$87.00	\$6,525.00
2.25		STRIPING	0.13	NM	\$1,674.38	\$217.67	\$1,000.00	\$130.00	\$1,550.00	\$201.50
2.26	GREEN ROAD	ASPHALT	157	TN	\$70.93	\$11,136.01	\$74.00	\$11,618.00	\$87.00	\$13,659.00
2.27		STRIPING	0.29	NM	\$1,450.38	\$420.61	\$1,000.00	\$290.00	\$1,550.00	\$449.50
2.28	TILLMAN ROAD	ASPHALT	485	TN	\$67.00	\$32,495.00	\$74.00	\$35,890.00	\$87.00	\$42,195.00
2.29		STRIPING	0.91	NM	\$1,249.42	\$1,136.97	\$1,000.00	\$910.00	\$1,550.00	\$1,410.50
2.30	BOUIE LANE	ASPHALT	90	TN	\$70.69	\$6,362.10	\$74.00	\$6,660.00	\$87.00	\$7,830.00
2.31		STRIPING	0.18	NM	\$1,464.44	\$263.60	\$1,000.00	\$180.00	\$1,550.00	\$279.00
2.32	JOES RITTMAN LANE	ASPHALT	85	TN	\$67.16	\$5,708.60	\$74.00	\$6,290.00	\$87.00	\$7,395.00
2.33		STRIPING	0.15	NM	\$1,481.33	\$222.20	\$1,000.00	\$150.00	\$1,550.00	\$232.50
2.34	FRIDAY ROAD	ASPHALT	1,047	TN	\$65.52	\$68,599.44	\$74.00	\$77,478.00	\$87.00	\$91,089.00
2.35		STRIPING	1.90	NM	\$1,209.31	\$2,297.69	\$1,000.00	\$1,900.00	\$1,550.00	\$2,945.00
2.36	WORTH GREEN DRIVE	ASPHALT	193	TN	\$67.15	\$12,959.95	\$74.00	\$14,282.00	\$87.00	\$16,791.00
2.37		STRIPING	0.27	NM	\$1,553.59	\$419.47	\$1,000.00	\$270.00	\$1,550.00	\$418.50
2.38	COX ROAD (from Worth Green Dr. to GA line)	ASPHALT	348	TN	\$66.97	\$23,305.56	\$74.00	\$25,752.00	\$87.00	\$30,276.00
2.39		STRIPING	0.49	NM	\$1,376.51	\$674.49	\$1,000.00	\$490.00	\$1,550.00	\$759.50
GENERAL COSTS DISTRICT 3 PHASE III										
3.01	MOBILIZATION		1	LS	\$2,412.03	\$2,412.03	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
3.02	BONDS & INSURANCE		1	LS	\$436.84	\$436.84	\$800.00	\$800.00	\$1,500.00	\$1,500.00
3.03	MAINTENANCE OF TRAFFIC		1	LS	\$2,933.71	\$2,933.71	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
3.04	OTHA WHITTLE ROAD	ASPHALT	1,200	TN	\$62.46	\$74,952.00	\$74.00	\$88,800.00	\$87.00	\$104,400.00
3.05		STRIPING	1.80	NM	\$1,262.03	\$2,271.65	\$1,000.00	\$1,800.00	\$1,550.00	\$2,790.00
GENERAL COSTS DISTRICT 4 PHASE III										
4.01	MOBILIZATION		1	LS	\$11,710.18	\$11,710.18	\$8,000.00	\$8,000.00	\$35,000.00	\$35,000.00
4.02	BONDS & INSURANCE		1	LS	\$3,263.16	\$3,263.16	\$5,500.00	\$5,500.00	\$9,000.00	\$9,000.00
4.03	MAINTENANCE OF TRAFFIC		1	LS	\$9,837.41	\$9,837.41	\$11,250.00	\$11,250.00	\$13,000.00	\$13,000.00
4.04	EDDIE BLAKE ROAD	ASPHALT	1,780	TN	\$64.43	\$114,685.40	\$74.00	\$131,720.00	\$87.00	\$154,860.00
4.05		STRIPING	2.80	NM	\$1,235.55	\$3,459.54	\$1,000.00	\$2,800.00	\$1,550.00	\$4,340.00
4.06	DEWEY JOHNSON ROAD	ASPHALT	1,400	TN	\$67.04	\$93,856.00	\$74.00	\$103,600.00	\$87.00	\$121,800.00
4.07		STRIPING	2.40	NM	\$1,230.31	\$2,952.74	\$1,000.00	\$2,400.00	\$1,550.00	\$3,720.00
4.08	DESSIE DRIVE	ASPHALT	385	TN	\$70.72	\$27,227.20	\$76.00	\$29,260.00	\$87.00	\$33,495.00
4.09		STRIPING	0.60	NM	\$1,447.30	\$868.38	\$1,000.00	\$600.00	\$1,550.00	\$930.00
4.10	GLEN JULIA ROAD (from Mt. Pleasant Rd. to W.L. Martin Rd.)	ASPHALT	1,160	TN	\$69.74	\$80,898.40	\$74.00	\$85,840.00	\$87.00	\$100,920.00
4.11		STRIPING	2.10	NM	\$1,157.72	\$2,431.21	\$1,000.00	\$2,100.00	\$1,550.00	\$3,255.00
4.12	MORNING STAR CHURCH ROAD	ASPHALT	385	TN	\$72.38	\$27,866.30	\$76.00	\$29,260.00	\$87.00	\$33,495.00
4.13		STRIPING	0.60	NM	\$1,209.02	\$725.41	\$1,000.00	\$600.00	\$1,550.00	\$930.00
4.14	HAZEL GREEN ROAD	ASPHALT	1,277	TN	\$68.47	\$87,436.19	\$74.00	\$94,498.00	\$87.00	\$111,099.00
4.15		STRIPING	2.40	NM	\$1,206.74	\$2,896.18	\$1,000.00	\$2,400.00	\$1,550.00	\$3,720.00
4.16	ST. JOHN SCHOOL ROAD	ASPHALT	385	TN	\$70.72	\$27,227.20	\$76.00	\$29,260.00	\$87.00	\$33,495.00
4.17		STRIPING	0.60	NM	\$1,447.30	\$868.38	\$1,000.00	\$600.00	\$1,550.00	\$930.00
4.18	GRICE ROAD	ASPHALT	638	TN	\$67.47	\$43,045.86	\$74.00	\$47,212.00	\$87.00	\$55,506.00
4.19		STRIPING	1.20	NM	\$1,081.38	\$1,297.66	\$1,000.00	\$1,200.00	\$1,550.00	\$1,860.00
4.20	GOLDWIRE ROAD	ASPHALT	1,064	TN	\$66.75	\$71,022.00	\$74.00	\$78,736.00	\$87.00	\$92,568.00
4.21		STRIPING	2	NM	\$1,350.10	\$2,700.20	\$1,000.00	\$2,000.00	\$1,550.00	\$3,100.00
MISCELLANEOUS COSTS										
5.01	SOD		1,000	SY	\$2.11	\$2,110.00	\$2.25	\$2,250.00	\$3.00	\$3,000.00
5.02	TRANSITION MILLING		1,000	SY	\$3.90	\$3,900.00	\$3.00	\$3,000.00	\$8.00	\$8,000.00
5.03	MANHOLE ADJUST		1	EA	\$157.89	\$157.89	\$300.00	\$300.00	\$1,000.00	\$1,000.00
5.04	VALVE ADJUST		1	EA	\$78.95	\$78.95	\$200.00	\$200.00	\$700.00	\$700.00
TOTAL BASE BID						\$1,124,708.79		\$1,231,392.00		\$1,499,635.50



Budget Breakdown



District One

Previous Expenses

2016 Paving

Total Allocated for Paving: \$1,280,000

Ph. 1 2015 Paving Amount: \$253,201.82

Ph. 3 2016 Paving Amount: \$0.00

* Ph. 2 2016 Paving Amount: \$575,114.00

1st Street Sidewalk: \$42,375.00

Concord Traffic Signal: \$95,311.27

Remaining Total: **\$313,997.91**

District Two

Previous Expenses

2016 Paving

Total Allocated for Paving: \$1,280,000

Ph. 1 2015 Paving Amount: \$421,106.05

Ph. 3 2016 Paving Amount: \$419,180.72

* Ph. 2 2016 Paving Amount: \$307,684.00

Remaining Total: **\$132,029.23**

District Three

Previous Expenses

2016 Paving

Total Allocated for Paving: \$1,280,000

Ph. 1 2015 Paving Amount: \$306,162.99

Ph. 3 2016 Paving Amount: \$83,006.23

* Ph. 2 2016 Paving Amount: \$824,433.00

Remaining Total: **\$66,397.78**

District Four

Previous Expenses

2016 Paving

Total Allocated for Paving: \$1,280,000

Ph. 1 2015 Paving Amount: \$190,509.92

Ph. 3 2016 Paving Amount: \$616,275.00

* Ph. 2 2016 Paving Amount: \$361,976.00

Remaining Total: **\$111,239.08**

District Five

Previous Expenses

2016 Paving

Total Allocated for Paving: \$1,280,000

Ph. 1 2015 Paving Amount: \$118,168.53

Ph. 3 2016 Paving Amount: \$0.00

Hogan Lane Sidewalk: \$184,620.00

* Ph. 2 2016 Paving Amount: \$879,610.53

Remaining Total: **\$97,600.94**

*Phase 2 construction is still ongoing and is subject to slight change from the stated total.

NOTICE OF AWARD

Date of Issuance: 12/6/16

Owner: Gadsden County BOCC
1 East Jefferson Street, Ste B
Quincy, FL 32351

Engineer: PRI Dewberry/Preble-Rish, Inc.
20684 Central Avenue East
Blountstown, FL 32424

Project: 2016 Paving Project Phase III

Bidder: C.W. Roberts Contracting

Bidder's Address: 3372 Capital Circle NE
Tallahassee, FL 32308

Owner's Contract No.:
Engineer's Project No.: 228.163
Contract Name:

TO BIDDER:

You are notified that Owner has accepted your Bid dated October 31st, 2016 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The project will consist of paving various roads throughout the county as described in the attached typical sections.

The Contract Price of the awarded Contract is: \$1,124,708.79 *note if subject to unit prices or cost-plus*

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *Revise if multiple copies accompany the Notice of Award*

☐ A set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *e.g., performance and payment bonds* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Gadsden County Board of County Commissioners

By: _____

Authorized Signature

Title: _____

Copy: Dewberry/Preble-Rish, Inc.
20684 Central Avenue East
Blountstown, FL 32424

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Gadsden County B.O.C.C. ("Owner") and
C.W. Roberts Contracting Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project shall consist of paving various county roads as described in the attached typical sections.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2016 Paving Project Phase III

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Dewberry/Preble- Rish, Inc.

3.02 The Owner has retained Dewberry/Preble-Rish, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 100 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 200.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$ 200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work , a contract price of: **\$1,124,708.79**
 - B. All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Payment bond
 - 4. General Conditions
 - 5. Supplementary Conditions

6. Specifications as listed in the table of contents
7. Addenda
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "Fraudulent Practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "Collusive Practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: Gadsden County BOCC

CONTRACTOR:

C.W. Roberts Contraction, INC.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, partnerships, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Gadsden County B.O.C.C

9B East Jefferson Street

Quincy, FL 32351

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	Gadsden County BOCC 1 East Jefferson Street, Ste B Quincy, FL 32351	Owner's Contract No.:
Contractor:	C.W. Roberts Contracting 3372 Capital Circle NE Tallahassee, FL 32308	Contractor's Project No.:
Engineer:	Dewberry/Preble-Rish, Inc. 20684 Central Ave East Blountstown, FL 32424	Engineer's Project No.: 228.163
Project:	2016 Paving Project Phase III	Contract Name: Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____, 20____. See Paragraph 4.01 of the General Conditions

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____ and the date of readiness for final payment is _____]

Before starting any Work at the Site, Contractor must comply with the following:

Note any access limitations, security procedures, or other restrictions

Owner:	Gadsden County BOCC 1 East Jefferson Street, Ste B Quincy, FL 32351
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By:	Authorized Signature _____
Title:	_____
Date Issued:	_____

Copy: Dewberry/Preble-Rish, Inc.
20684 Central Avenue East
Blountstown, FL 32424