



Charlotte County Airport Authority
28000 Airport Road
Punta Gorda, FL 33982
941-639-1101

REQUEST FOR BIDS

CHARLOTTE COUNTY AIRPORT AUTHORITY
PUNTA GORDA, FLORIDA

The Charlotte County Airport Authority will be receiving sealed bids at 28000 Airport Road, Punta Gorda, FL 33982 for:

BID NO. 2014-002
ASPHALT REPAIRS – ANNUAL CONTRACT

It is the intent of Charlotte County Airport Authority to secure an annual contract for qualified and experienced General or Paving Contractor to provide the labor, materials, equipment, transportation, supervision and traffic control for patch and repair of existing surfaces and for minor paving, on an as required basis on selected roads and/or other paved surfaces on Airport Authority property.

The licenses required to perform this project are: Certified Building, Certified General, Registered Building, Registered General, Local Asphalt Paving & Coating, or Local Concrete Place & Finish.

BID OPENING: 2:00 p.m., November 18, 2014
AIRPORT AUTHORITY ADMIN BUILDING CONFERENCE ROOM
Located on Viking Avenue between Piper Road and Golf Course Blvd.
Punta Gorda Airport

Bid Documents may be obtained by accessing the Charlotte County Airport Authority's website at www.flypgd.com under "Business Opportunities – Bid Notices". Any questions can be answered by contacting James W. Parish, Assistant Executive Director at jparish@flypgd.com.

Don Lee, Chair
Publish November 2, 2014

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BID NO. 2014-02

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**INSTRUCTIONS TO BIDDERS
ASPHALT REPAIRS – ANNUAL CONTRACT
BID NO. 2014-02**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the Charlotte County Airport Authority to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to the Charlotte County Airport Authority. Bidder may be required to supply information in writing at the request and discretion of the Charlotte County Airport Authority prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The Charlotte County Airport Authority and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Charlotte County Airport Authority in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents which will be posted on the Authority website. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The Charlotte County Airport Authority will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS: Bids shall be submitted on the bid form supplied by the Charlotte County Airport Authority, or duplication thereof and attached thereto, or as specified. Bidders shall acknowledge receipt of any addenda received during the bid period. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the Charlotte County Airport Authority.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee - The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 60 days after the scheduled time for opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at www.flypgd.com, No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The Charlotte County Airport Authority reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the Charlotte County Airport Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Charlotte County Airport Authority. Any sole response received may be rejected by the Charlotte County Airport Authority depending on available competition and timely needs of the Charlotte County Airport Authority.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the bidder, together with complete bid package furnished by the Charlotte County Airport Authority, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the Charlotte County Airport Authority's bid package when the Notice to Proceed is transmitted to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a notice to proceed shall be issued bearing the terms of the contract/delivery. Upon receipt of the notice to proceed, successful bidder/contractor shall acknowledge receipt of same by either fax or mail.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Airport Authority on a form approved by the Charlotte County Airport Authority. All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, if awarded, the Authority will evaluate the successful bidder's performance.

IB-12 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the Charlotte County Airport Authority will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the Charlotte County Airport Authority in evaluating the substitution. Substitutions are subject to Authority approval. Substitutions shall be approved only if determined by the Charlotte County Airport Authority to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the Charlotte County Airport Authority.

IB-14 REGULATIONS: It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of the Charlotte County Airport Authority will apply to any resulting contract.

IB-15 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Charlotte County Airport Authority.

IB-16 COLLUSION: By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-17 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to Authority approval.

IB-18 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-19 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-20 CANCELLATION/TERMINATION OF CONTRACT: It is the intent of the Charlotte County Airport Authority to contract with a bidder who can provide prompt and convenient services. The Charlotte County Airport Authority shall have the right to cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/contractor 30 days written notice.

It is expressly understood by the Charlotte County Airport Authority and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Airport Authority. In the event that funds are not available or are not appropriated, the Charlotte County Airport Authority reserves the right to terminate any awarded contract. The Charlotte County Airport Authority will be responsible for payment of any outstanding invoices and work completed by the successful bidder/contractor prior to such termination.

IB-21 INDEMNITY: After notification of award, the successful bidder shall indemnify and hold harmless the Charlotte County Airport Authority, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was

entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement or contract shall be deemed to affect the rights, privileges and immunities of the Charlotte County Airport Authority as set forth in Florida Statute 768.28.

IB-22 TAXES: The Charlotte County Airport Authority is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-23 EQUAL EMPLOYMENT OPPORTUNITY: The Charlotte County Airport Authority, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- Charlotte County Airport Authority may require Contractor to submit reports as may be necessary to indicate non-discrimination. Authority officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that the Authority shall have the right to terminate the Contract upon receipt of evidence of discrimination.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the Charlotte County Airport Authority.

IB-25 UNAUTHORIZED ALIEN WORKERS: The Charlotte County Airport Authority will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Charlotte County Airport Authority shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the Charlotte County Airport Authority.

IB-26 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

**GENERAL PROVISIONS
ASPHALT REPAIRS – ANNUAL CONTRACT
BID NO. 2014-02**

GP-01 INTENT

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Specifications and/or shown on the Plans attached herewith. The Charlotte County Airport Authority reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Charlotte County Airport Authority will be referred to as Authority. For the purposes of the Contract, the word "Project" shall mean the construction limits of **ASPHALT REPAIRS – ANNUAL CONTRACT**.

2. The Contract Documents consist of the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Maintenance of Traffic Policy (M.O.T.), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The Charlotte County Airport Authority and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Written notice shall be deemed to have been duly served three (3) calendar days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

5. The term Subcontractor, as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Specifications of this work, but does not include one who merely furnishes materials not so worked.

6. The term "work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

7. All time limits stated in the Contract Documents are of essence to the Contract.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the Charlotte County Airport Authority.

D. Maintenance of Traffic: The Contractor shall abide with the Charlotte County Airport Authority's current Maintenance of Traffic Policy, a copy of which is attached.

E. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of ten (10) hours duration. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours, will be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved. The exception would be any work required for the safety or protection of the public.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the Charlotte County Airport Authority of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, which ever comes first, other than:

1. Saturday
2. Sunday
3. Any day designated as a holiday by the Charlotte County Airport Authority

4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

Request for planned overtime by the Contractor must be submitted in writing to the Charlotte County Airport Authority 24 hours in advance, and may not proceed without the Charlotte County Airport Authority's approval.

GP-02 PROSECUTION AND PROGRESS

A. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of the Charlotte County Airport Authority.

B. Pre-construction Conference: After the Contract has been awarded, the Charlotte County Airport Authority will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the Charlotte County Airport Authority, the Contractor, and the various utility companies which will be affected by the construction.

Submission of Working Schedule/Order of Completion - At the pre-construction conference, the successful bidder shall have on hand, a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He shall indicate the dates on which various major items of work will start and the estimated completion dates of the major items. The schedule shall also show the Contractor's proposed operations for the various items of work that would affect or be affected by utility adjustments.

C. Provisions for Convenience of Public: The Contractor shall schedule his operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the Charlotte County Airport Authority may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would present a more serious handicap, before beginning construction in the less affected areas.

GP-03 CONTROL OF THE WORK AND MATERIALS

A. Plans and Contract Documents - The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications, General and Special Provisions available to the Charlotte County Airport Authority and/or its representatives.

B. Detail Drawings and Instructions - The Charlotte County Airport Authority may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence - These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing order of the documents shall be as follows:

1. Permits from Agencies as required by law
2. Change Orders
3. Contract Documents excluding Construction Plans
4. Construction Plans
 - a. Dimensions given in figures govern over scaled dimensions
 - b. Detail drawings govern over general drawings
 - c. Addenda/Change Order drawings govern over Contract drawings
5. FAA Advisory Circulars
6. F.D.O.T. Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, January 2008 Edition, English Units
7. F.D.O.T. Standard Specifications, for Road and Bridge Construction, 2007 Edition, with all revisions.

D. Conformity of Work with Plans - All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

E. Authority of the Charlotte County Airport Authority - All work shall be done under the supervision of the Charlotte County Airport Authority and performed to its satisfaction. It is agreed by the parties hereto that the Charlotte County Airport

Authority shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. Authority's Status - The Charlotte County Airport Authority shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The Charlotte County Airport Authority shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The Charlotte County Airport Authority has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract
2. to reject all work which does not conform to the Contract
3. to resolve questions which arise in the execution of the work

The Charlotte County Airport Authority and his representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the Charlotte County Airport Authority's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Charlotte County Airport Authority timely notice of its readiness for inspection and, if the inspection is by an authority other than the Charlotte County Airport Authority, the date fixed for such inspection. Inspections by the Charlotte County Airport Authority shall be promptly made and, where practicable, at the source of supply.

The Charlotte County Airport Authority's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the Charlotte County Airport Authority. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

If any work should be covered up without approval or consent of the Charlotte County Airport Authority, it must, if required by the Charlotte County Airport Authority, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work - The Charlotte County Airport Authority may at any time suspend work by giving ten (10) days notice to the Contractor in writing. The Charlotte County Airport Authority shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the Charlotte County Airport Authority does not give written notice to the Contractor to resume work within thirty (30) days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

H. The Charlotte County Airport Authority's Right to do Work - If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the Charlotte County Airport Authority, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I. Authority's Decision - The Charlotte County Airport Authority shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees - The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval

from the Charlotte County Airport Authority. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent or his qualified designee shall be present at the job site and direct the work of sub-contractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, sub-contractors or his/her office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the Charlotte County Airport Authority or his representative.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Contractor's Understanding - It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work, the general and local conditions, and other matters which can in affect the work under the Contract. No verbal agreement or conversation with any officer, agent, or employee of the Charlotte County Airport Authority, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

L. Permits and Regulations - Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify The Charlotte County Airport Authority in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Charlotte County Airport Authority, he shall bear all costs arising therefrom.

M. Protection of Work and Property - The Contractor shall continuously maintain protection of all his work from damage and shall protect the Charlotte County Airport Authority's property from injury or loss arising in connection with the Contract. He shall make good on any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Charlotte County Airport Authority. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Charlotte County Airport Authority, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall by determined by agreement between the Contractor and the Charlotte County Airport Authority.

N. Changes in the Work - The Charlotte County Airport Authority, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the Charlotte County Airport Authority shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Charlotte County Airport Authority; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon;
3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep amendment in such form as the Charlotte County Airport Authority may direct, a correct account of the net cost of labor and materials, together with vouchers. The Charlotte County Airport Authority shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services the Contractor shall notify the Charlotte County Airport Authority by written notice that a change order is requested within five (5) calendar days of any occurrence.

O. Deductions for Uncorrected Work - If the Charlotte County Airport Authority deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

P. Delays and Extension of Time - If the Contractor should be delayed at any time in the progress of the work by any act of neglect of the Charlotte County Airport Authority or of his employees, or by any other Contractor employed by the Charlotte County Airport Authority, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the Charlotte County Airport Authority, or by any cause which the Charlotte County Airport Authority shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Charlotte County Airport Authority may decide. However, no time delay shall be allowed if judged by the Charlotte County Airport Authority to be caused by the Contractor's negligence. No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the Charlotte County Airport Authority. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

Q. Correction of Work Before Final Payment - All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the Charlotte County Airport Authority who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet Authority approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Charlotte County Airport Authority, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Charlotte County Airport Authority shall be equitable.

R. Contractor's Right to Stop Work or Terminate Contract - If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Charlotte County Airport Authority fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the Charlotte County Airport Authority, then the Contractor may, upon seven (7) calendar days written notice to the Charlotte County Airport Authority, stop work or terminate the Contract.

S. Removal of Equipment - In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the Charlotte County Airport Authority, shall promptly remove any part or all of his equipment and supplies from property of the Charlotte County Airport Authority and/or site of work, failing which the Charlotte County Airport Authority has the right to remove such equipment and supplies at the Contractor's expense.

T. Use of Completed Portions - The Charlotte County Airport Authority has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the Charlotte County Airport Authority may determine and the Charlotte County Airport Authority approves.

U. Payments Withheld - The Charlotte County Airport Authority may withhold payment to the Contractor from loss on account of:

1. Defective work not remedied.
Reference: F.D.O.T. Section 9-5.3.
2. Claims filed or evidence indicating probable filing of claims.
Reference: F.D.O.T. Section 5-12 and 9-10.
3. Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
Reference: F.D.O.T. Section 9-8.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
5. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

V. Damages - Any claim for damage arising under the Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work.

W. Assignment - Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Charlotte County Airport Authority.

X. Rights of Various Interests - Before work being done by the Charlotte County Airport Authority's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the Charlotte County Airport Authority before such commencement, to secure the completion of the various portions of the work in general harmony.

Y. Separate Contracts - The Charlotte County Airport Authority reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of the work, and shall properly connect and coordinate his work with theirs. If any part of the Contractor's depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Charlotte County Airport Authority any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop on the other Contractor's work after the execution of his work.

Z. Subcontractors - The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the Charlotte County Airport Authority for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Charlotte County Airport Authority. Substitutions must be submitted in writing and shall be subject to approval by the Charlotte County Airport Authority.

To insure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the Charlotte County Airport Authority any discrepancy between the executed work and the drawings.

AA. Horizontal and Vertical Control - Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

BB. Lands for Work - The Charlotte County Airport Authority shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

CC. Cleaning Up - The Contractor shall, at such times as may be required by the Charlotte County Airport Authority, remove from the Charlotte County Airport Authority's property and from all public and private property, at his own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his operations. All damaged areas will be restored by the Contractor to their original condition and approved by the Charlotte County Airport Authority. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

DD. Guarantee - The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of substantial completion of the work by the Charlotte County Airport Authority or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the Charlotte County Airport Authority and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract Documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion or written acceptance by the Charlotte County Airport Authority, whichever is later.

EE. Utilities -

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be responsible for getting utility locates, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to

accommodate the utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project.

2. Cooperation With Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

FF. Accidents - The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the Charlotte County Airport Authority accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Charlotte County Airport Authority.

If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the Charlotte County Airport Authority, giving full details of the claim.

GG. Stage Plans - Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the Charlotte County Airport Authority, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the Charlotte County Airport Authority shall not relieve the Contractor of full responsibility for the safety of the work.

HH. Measurement of Quantities - The quantities of materials and work performed will be computed by the Charlotte County Airport Authority on the basis of measurements taken by the Charlotte County Airport Authority and/or its agents, and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the Charlotte County Airport Authority according to the United States Standard Measurements and Weights.

The Charlotte County Airport Authority does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the Charlotte County Airport Authority prior to any work.

II. Reference to Other Specifications - Where reference is made to Specifications such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

JJ. Sanitary Facilities - The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

KK. Quality of Equipment and Materials - To establish standards of quality, the Charlotte County Airport Authority may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the Charlotte County Airport Authority may require.
2. The Contractor shall abide by the Charlotte County Airport Authority's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The Charlotte County Airport Authority will approve or disapprove proposed substitutions in writing within a reasonable time.

LL. Codes and Laws - The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

MM. Traffic Control - The Contractor shall comply with the "Manual on Uniform Traffic Control Devices" and maintain safe conditions at all times.

NN. Explorations and Reports - If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at his expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, he shall not be entitled to any extra due to conditions encountered.

OO. Existing Structures - Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the Consultant and/or the Charlotte County Airport Authority in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

PP. Report of Differing Conditions - If the Contractor believes that any technical data on which he relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the Charlotte County Airport Authority in writing about the inaccuracy or difference. Any work done after such discovery will be done at the Contractor's risk.

The Charlotte County Airport Authority will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Contractor of its findings and conclusions.

QQ. Not Shown or Indicated - If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the Charlotte County Airport Authority. The Charlotte County Airport Authority will review the underground facility to determine the extent to which the Documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With Authority approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

**TECHNICAL SPECIFICATIONS & CONDITIONS
 ASPHALT REPAIRS – ANNUAL CONTRACT
 BID NO. 2014-02**

TS-01 PURPOSE: It is the intent of the Charlotte County Airport Authority to secure an annual contract for qualified and experienced General or Paving Contractor to provide the labor, materials, equipment, transportation, supervision and traffic control for patch and repair of existing surfaces and for minor paving, on an as required basis on selected roads and/or other paved surfaces on Airport Authority property.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., destination. The prices bid shall include costs for all transportation, labor, materials and equipment used in the repair/replacement of Asphalt as described in the Scope of Services.

The term of this contract shall be from December 1, 2014 through and including November 30, 2015, with an option to renew for two (2) additional one (1) year terms, by mutual consent.

The Authority is requesting the Bidder to indicate a 2nd and 3rd year maximum percentage increase. Bidder shall state their proposed MAXIMUM PERCENTAGE INCREASE for the SECOND and THIRD YEAR of the initial Agreement term.

Maximum Percentage Increase: 2nd Year _____% and 3rd Year _____%

Failure of the Bidder to state a percentage shall result in the maximum percentage increase being equal to zero.

TS-03 SCOPE:

A. Description of Material:

1. Types of material which may be supplied under this contract:

<u>Type</u>	<u>Florida Department of Transportation Specification</u>
Asphalt Base Course (ABC) Type 3	Section 280
Type S-1	Section 331
Type S-111	Section 331
	<u>FAA Specifications</u>
P-209 Crushed Aggregate Base Course	AC 150/5370-10G
P-401 Hot Mix Asphalt Pavements	AC 150/5510-10G

2. All materials supplied under this contract must conform to applicable sections of the Florida Department of Transportation Standard Specifications for Road & Bridge Construction 2000 Edition, including those pertaining to include properties of materials, blending and manufacturing standards.

B. General:

1. The Bidder is advised that there is no minimum or maximum size repair associated with this bid. (No minimum size of patch, No maximum size of patch)
2. Contractor shall provide pricing for patch repairs requiring less than one (1) ton of asphalt.
3. Bid prices are to be net cost to the Charlotte County Airport Authority, for repair/replacement of asphalt priced per ton.
4. Upon award of contract, the Contractor will furnish the Charlotte County Airport Authority with a mix design for each type of material, which may be supplied under this contract.
5. Aggregates, screenings and liquid asphalt material must be provided from FDOT approved sources.
6. Upon /authority's request, the Contractor shall submit a certification of source of materials.
7. Marshall Stability testing for all types of asphalt under this contract must meet FDOT requirements.
8. Contractor will be responsible for cutting and preparation of area to be patched.
9. Contractor will be responsible for removal of old asphalt and all other debris from the patch job.
10. Contractor shall provide minimum response time from day of notification to complete work.
11. The Charlotte County Airport Authority will provide at least a twelve (12) hour notice to Contractor.
12. Contractor is to replace any existing striping or markings damaged during repair such as side road, center line, parking lot markers, directional arrows, and damaged or missing RPM devices.

C. Breakdown/Workloads: Contractor acknowledges that should he/she be awarded this contract and is unable to perform because of breakdown, scheduling, lack of equipment or manpower, then the Charlotte County Airport Authority may, on an order basis, go to the next qualified bidder without penalty to the Charlotte County Airport Authority.

TS-04 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The Charlotte County Airport Authority reserves the right to contact references.

TS-05 CONTROL OF MATERIALS REQUIRED BY FDOT SPECS, SECTION 6 – SOURCE OF SUPPLY AND QUALITY REQUIREMENTS – CONTROL BY SAMPLES & TESTS: Throughout these Specifications, reference is made to certain sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition. Any reference in FDOT Specifications, Section 6 to the Department shall mean the Charlotte County Airport Authority. All workmanship and materials shall be in accordance with FDOT Specifications, FDOT Roadway and Traffic Design Standards (FDOT Index) 2000 Edition and the Manual of Uniform Traffic Control Devices and all applicable Federal State and Local Rules, regulations and ordinances unless amended within this Contract. Only materials conforming to the requirements of the Specifications and approved by the Charlotte County Airport Authority shall be used for the work. Any materials proposed for use may be inspected or tested at any time during their preparation and use. No material which, after approval, has in any way become unfit for use shall be used in the work.

The Contractor shall give sufficient notification of placement of orders for materials and shall order materials sufficiently in advance of their incorporation in the work to allow time for sampling and testing. If the volume, progress of the work, and other considerations warrant, the Charlotte County Airport Authority may undertake the inspection of materials at the source of supply.

The samples and tests used for determining the quality and acceptability of the materials and workmanship, which have been or are being incorporated in the Work shall conform to the requirements of the State of Florida Department of Transportation Material Sampling, Test, and Reporting Guide, 1988 Edition.

TS-06 EQUIPMENT: For performing the work specified in this Contract, the Contractor may use any machine, combination of machines, or equipment in good, safe working condition and that will produce results meeting the requirements as stated herein. The Contractor shall also conform to FDOT Specifications Section 100.

TS-07 METHOD OF MEASUREMENT: The pay quantity shall be on the basis of tons used, as evidenced by delivery tickets automatically printed by the suppliers sealed scales, signed and accepted by the Charlotte County Airport Authority. The Contractor's costs shall include all labor, materials, equipment, excavation, hauling and disposal of materials and restoration.

TS-08 TRAFFIC SAFETY: The Contractor agrees not to restrict traffic on any right-of-way any more than is necessary to properly perform this work and not to restrict traffic on more than one half of any roadway without prior approval of the Charlotte County Airport Authority. When restricting traffic in any manner, the Contractor shall furnish and place all traffic control and safety devices necessary, such as warning signs, barricades, detour signs and any other safety devices as may be required for safe operation. Maintenance of Traffic (MOT) shall be in accordance with the Charlotte County Airport Authority MOT Policy attached herein.

The Contractor shall be responsible for traffic control, the restoration of existing street signs, traffic control signs, and other appurtenances and/or objects disturbed during the work.

The Contractor shall submit a Maintenance of Traffic (MOT) plan, if required, five (5) days prior to work for Authority approval.

TS-09 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include within his/her line item prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this proposed project.

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

TS-10 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the Charlotte County Airport Authority.

Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service. Mailboxes shall be kept in service and shall be restored to their proper location upon the completion of the work.

TS-11 ESTIMATED QUANTITIES: The exact quantities of materials for this quote cannot be determined at this time. Estimated annual quantities are based on previous usage is 350 tons or 3,500 square feet. This amount is given for bidder's guidance only. No minimum amount is guaranteed or implied. This award may result in similar quantities of purchases; however, this is not guaranteed. The bidder is advised that there is no minimum or maximum size repair associated with this bid. (No minimum size of patch, No maximum size of patch)

TS-12 CRITERIA FOR AWARD: The award of this bid will be to the overall lowest responsive, responsible bidder meeting or exceeding all of the above specifications. Another consideration of award may be response time.

Authority reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the Charlotte County Airport Authority, such bidder shall receive written notice from the Charlotte County Airport Authority of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the Charlotte County Airport Authority any additional information it deems relevant regarding the bidder's responsibility. The Charlotte County Airport Authority shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

**INSURANCE REQUIREMENTS
ASPHALT REPAIRS – ANNUAL CONTRACT
BID NO. 2014-02**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of coverage required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with the limits shown:

- **Workers Compensation/Employers Liability** – A program of Workers Compensation insurance or a state approved self-insurance program including employers' liability with at a minimum \$1,000,000 / \$1,000,000 / \$1,000,000 limits covering all persons including volunteers providing services on behalf of the Contractor. The Authority has the right to require higher limits if deemed necessary due to the exposure of the scope of work. If Contractor has no employees, it may certify or warrant to the Charlotte County Airport Authority that it does not currently have any employees or individuals who are defined as employees under Florida Statute 440 and will not acquire any employees during the course of the contract, the requirement for Workers Compensation may be waived by the Executive Director or his designee. On projects that require the endorsement of the US Longshoremen and Harbors Workers and Jones Act, Contractors must provide endorsements before starting work.
- **Commercial General Liability** – The Contractor shall carry General Liability insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two million dollars. The policy shall include:
 - Premises operations and mobile equipment
 - Products and completed operations
 - Property damage including completed operations
 - Explosion, collapse, and underground hazards (based on exposure)
 - Personal injury
 - Pollution liability
- **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (Any Auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage per occurrence.
 - Pollution liability limit of not less than \$1,000,000.

If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Additional Insured – All policies, **except** for the Workers Compensation shall contain endorsements naming the Charlotte County Airport Authority and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the Charlotte County Airport Authority to vicarious liability but shall allow coverage for the Charlotte County Airport Authority to full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or other Additional Insured endorsement that meets Authority approval.

- **Waiver of Subrogation Rights** – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the Charlotte County Airport Authority, its officers, employees, agents and volunteers, Contractors and sub-Contractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractors employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the Charlotte County Airport Authority.
- **Policies Primary and Non-Contributory** – All policies required shall be primary and not contributing to or in excess of any Coverage County may choose to maintain.

- **Severability of Interests –** The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the Charlotte County Airport Authority or between the Charlotte County Airport Authority and any other insured or additional insured under the policy.
- **Proof of Coverage -** The Contractor shall furnish Certificates of Insurance to the Charlotte County Airport Authority evidencing the insurance coverage including endorsements, as required, prior to the commencement of performance of services herein, which certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- **Acceptability of insurance carrier** – Unless otherwise approved by the Executive Director or his designee, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of “A- VII”.
- **Deductibles and Self-Insured Retention** – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by the Executive Director or his designee.
- **Failure to Procure Coverage** – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the Charlotte County Airport Authority has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the Charlotte County Airport Authority will be promptly reimbursed by the Contractor or Authority payments to the Contractor will be reduced to pay for Authority purchased insurance.
- **Insurance Review** - Insurance requirements are subject to periodic review by the Charlotte County Airport Authority. The Executive Director or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever the Charlotte County Airport Authority determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the Charlotte County Airport Authority. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Executive Director or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Charlotte County Airport Authority, inflation, or any other item reasonably related to the Charlotte County Airport Authority’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the Charlotte County Airport Authority to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to The Charlotte County Airport Authority.

**SAFETY AND HEALTH REQUIREMENTS
ASPHALT REPAIRS – ANNUAL CONTRACT
BID NO. 2014-02**

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor.

A copy of the Contractor's Health and Safety Plan will be submitted to the Charlotte County Airport Authority at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to the Charlotte County Airport Authority upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Executive Director or his designee will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor. Major safety violations will result in written notification to the Contractor and Charlotte County Airport Authority Department Director under which the project is being performed. Hazardous conditions that are considered by the Charlotte County Airport Authority to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact the Charlotte County Airport Authority's Assistant Executive Director.

The following phone numbers may be used in the event of an emergency:

Assistant Executive Director	941-639-1101
Facilities Supervisor	Cell 941-815-1678

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to The Charlotte County Airport Authority's Executive Director or his designee. Asbestos materials may not be used or installed in any Charlotte County Airport Authority facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect the Charlotte County Airport Authority employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to the Charlotte County Airport Authority.

DUE DATE: Please deliver or mail the clearly marked sealed bid to:

VIKING AVENUE ENTRANCE SIGNAGE LANDSCAPING

Charlotte County Airport Authority
Administration Building
Corner of Viking Avenue and Piper Road
Punta Gorda, FL 33982

or mail to:

Charlotte County Airport Authority
28000 A-1 Airport Road
Punta Gorda, FL 33982

Sealed bids must be received no later than 2:00 p.m. (EST), November 18, 2014

**BID FORM
 ASPHALT REPAIRS – ANNUAL CONTRACT
 BID NO. 2014-02**

TO: James W. Parish, P.E., Assistant Executive Director
 Charlotte County Airport Authority
 28000 Airport Road
 Punta Gorda, Fl. 33982

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Permit Fees, MOT and any other documentation for

ASPHALT REPAIRS – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

ASPHALT REPAIR UNIT RATE PRICING:

TYPE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
Asphalt Base Course (ABC) Type 3	\$_____ / per ton	100	\$_____
Type S-1	\$_____ / per ton	100	\$_____
Type S-111	\$_____ / per ton	100	\$_____
P-209	\$_____ / per ton	100	\$_____
P-401	\$_____ / per ton	100	\$_____
Charge for patch repairs less than one (1) ton	\$_____ / each	100	\$_____
Milling 1.5" Depth	\$_____ / sq. yd.	100	\$_____
ESTIMATED COST			\$_____

Response time from day of notification _____calendar days.

Please indicate by (√) that you have included the following documentation with your bid:

- () License Requirement: Certified Building, Certified General, Registered Building, Registered General, Local Asphalt Paving & Coating, or Local Concrete Place & Finish
- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: _____

(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the Charlotte County Airport Authority, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT:

_____ (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless the Charlotte County Airport Authority, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of _____ and persons employed or utilized by _____ in the performance of this contract.

_____ (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ **ZIP** _____

Telephone _____ **Fax Number** _____

E-mail _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **ASPHALT REPAIRS – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to Authority approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies 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 workplace 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 workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
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 that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature _____

Dated _____

Name of Bidder: _____

(This form to be returned)

REFERENCES - ASPHALT REPAIRS – ANNUAL CONTRACT

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The Charlotte County Airport Authority reserves the right to contact references.

1. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

2. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

3. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

4. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

Name of Bidder: _____

(This page to be returned)