

CONSTRUCTION AGREEMENT

LEE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 2115 Second St., Fort Myers, FL 33901 (the "County"), hereby contracts with Community Asphalt Corp. (the "Contractor") of 9675 NW 117 Avenue, Ste. 108, Miami, FL 33178 a Florida contractor licensed to perform all Work in the State of Florida in connection with the County's Solicitation No. B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020 (the "Project"), as said Work is set forth in the Plans and Specifications prepared by David M. Murphy, P.E., the "Engineer of Record," and other Contract Documents hereafter specified (the "Work").

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Exhibits described in Section 6 hereof, the legal advertisement, the instructions to bidders, the Proposal and Proposal Forms, the solicitation documents and any duly executed and issued addenda, the Contractor's proposal, Change Orders, Field Directive Change Orders, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement with the exception of the solicitation which shall be incorporated to the extent that it does not conflict with the remainder of the Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" or "Contract" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project Site at all times during the performance of the Work.

B. The Engineer of Record is the initial interpreter of the Contract Documents concerning design intent, but is not the judge between the County and the Contractor. The County reserves the right to make final decisions considering the Engineer of Record's recommendations or interpretations of the Contract Documents. The Engineer of Record does not have authority to obligate or commit the County to fund additional expenditures or approve extensions of time over the approved Contract Time or Amount. However, the Engineer of Record's interpretation as to the intent of her or his design shall be final and not subject to interpretation by the County's staff.

C. The Construction Engineering and Inspection Consultant ("CEI Consultant") is the initial interpreter of the Contract Documents in all matters not concerning design intent. The CEI Consultant shall administer, monitor, test, sample, and inspect the Construction of the Project to ensure that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions of the Contract Documents and shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. The County reserves the right to make final decisions considering the CEI Consultant's recommendations or

interpretations of the Contract Documents. The CEI Consultant may issue Field Directive Change Orders to the Contractor, but the CEI Consultant does not have authority to change the scope of the Project, obligate or commit the County to fund additional expenditures, or approve extensions of time over the approved Contract Time or Amount. The CEI Consultant shall consult with the Engineer of Record regarding any questions concerning the intent of the Project design.

D. Any Work that may be reasonably inferred from the Plan and Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. In case of any inconsistency or conflict among the provisions of the Contract Documents, the order of precedence shall be as follows: (1) Change Orders; (2) the Agreement, including amendments and Exhibits; (3) Field Directive Change Orders; (4) the solicitation documents, including any addenda. Exhibit E, Article 5-2 provides the order of precedence for Specifications, Plans, Special Provisions, Technical Special Provisions, and other Project specifications. The Contract Documents represent the entire and integrated Agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.

E. Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.

F. The County shall furnish to the Contractor Contract Documents in electronic form and PDF file format.

G. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County.

H. The Work to be provided by Contractor for the Project shall be under the general direction of the CEI Consultant, or their successor, who shall act as the County's representative during the term of this Agreement. If the County's representative is not a County employee, then County's representative is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without express approval by the County Director, County Manager, or Board of County Commissioners.

Section 2. Scope of Work.

A. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, transportation, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

B. The Work shall be prosecuted and administered in accordance with the Standard Specifications attached hereto and incorporated herein as Exhibit E.

Section 3. Contract Amount.

A. In consideration of the faithful performance by the Contractor of the covenants in this Contract to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following Contract Amount in accordance with the terms of this Agreement: \$1,419,000.00 or in words: One million, four hundred nineteen thousand dollars and 00/100.

B. Measurement and payment provisions are provided in Division 1, Section 9 of the Standard Specifications attached hereto as Exhibit E.

Section 4. Bonds.

A. The Contractor shall provide and maintain through the life of the Contract, including the warranty period, Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. If the Contract is increased by a Change Order, it shall be the Contractor's responsibility to ensure that the Performance and Payment Bonds are amended accordingly and a copy of the amendment recorded by the Lee County Clerk of Court and forwarded to the County. The Performance and Payment Bonds shall be underwritten by a Surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the Surety shall be rated as "B or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc.

B. Attorneys-in-Fact who sign Bonds for County projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the County shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the County. The Surety must have fulfilled all of its obligations on all other Bonds previously provided to the County. The Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

C. If the Surety for any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute at Contractor's cost another Bond and Surety, both of which shall be subject to the County's approval.

D. If the Contractor cannot obtain another Bond and Surety within five (5) calendar days, the County may accept and the Contractor shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the Bond and Surety can be obtained.

E. In case of default on the part of the Contractor, the County will charge against the Contract/Performance Bond all expenses for services incidental to ascertaining and collecting losses under the Contract/Performance Bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract.

F. The Surety shall indemnify and provide defense for the County when called upon to do so for all claims or suits against the County, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract where the Contractor has failed to timely provide the County such defense. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be modified by subsequent Supplemental Agreements.

G. The principal and Surety executing the Contract/Performance Bond shall be liable to the County in any civil action that might be instituted by the County or any officer of the County authorized in such cases, for triple any amount in money or property the County might lose, or be overcharged, or otherwise be defrauded of by any wrongful or criminal act of the Contractor, their agent or their employees.

Section 5. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The Commencement Date is established in the Notice to Proceed to be issued by the County, and the Contractor must begin the Work within the number of days specified by the Notice to Proceed. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying the County's stated insurance and Bond submittal requirements. No Work shall be performed at the Project Site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. Final Acceptance of the Work shall be achieved within 180 calendar days from the Commencement Date, and that time period shall be the Contract Time. The date of Final Acceptance of the Work (or designated portions thereof) is the date certified by the Director pursuant to Exhibit E, Article 5-11.

B. Prosecution and progress of the Work provisions are provided in Division 1, Section 8 of the Standard Specifications attached hereto as Exhibit E.

C. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if Final Acceptance of the Work is not achieved within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to achieve Final Acceptance of the Work within the time period noted above, the County shall be entitled to assess the amount set forth in Article 8-10 of the Standard Specifications, as Liquidated Damages, but not as a penalty,

for each calendar day thereafter until Final Acceptance is achieved. Final Acceptance of the Work shall be deemed to occur on the date the Director issues a written notice of Final Acceptance pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to achieve Final Acceptance of the Work in a timely manner.

D. When any period of time is referenced by days herein, it shall be computed to include the first day and last day of such period. All days shall mean calendar day and not business day.

E. Any agreed upon changes to the Contract Time must be accomplished by an approved, written Change Order in the form attached to this Agreement.

Section 6. Exhibits Incorporated.

The following documents are attached and expressly agreed as incorporated into and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid and all addenda, including the Project Plans
- C. Bid Form and Required Documents
- D. Form of Public Construction Performance and Payment Bond
- E. Standard Specifications
- F. Insurance Requirements, including Certificates of Insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Supplemental Specifications
- J. Special Provisions
- K. Technical Special Provisions
- L. FDOT and Lee County Design Standards
- M. Developmental Specifications
- N. Contractor's Background Screening Affidavit
- O. Other relevant forms

Section 7. Public Records.

A. In addition to other requirements provided herein, Contractor shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

A.1. Keep and maintain public records required by the County in order to perform the Scope of Services identified herein.

A.2. Upon request from the County provide the County with any requested public records or allow the requested records to be inspected or copied within a

reasonable time by the County.

A.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and thereafter if the Contractor does not transfer all records to the County.

A.4. Transfer, at no cost, to County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County. If the Contractor keeps and maintains public records upon the conclusion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records that would apply to the County.

B. If Contractor does not comply with a public records request, the County shall treat that omission as a breach of this Agreement and enforce the Contract provisions accordingly. Additionally, if the Contractor fails to provide records when requested, the Contractor may be subject to penalties under Section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

Section 8. Audit.

A. Upon execution of the Contract, the County reserves the right to conduct an audit of the Contractor's records pertaining to the Project. The County or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-12 of the Standard Specifications. The County may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the County deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work.

B. The Contractor must retain all records pertaining to the Contract for a period of not less than five (5) years from the date of the Director's final acceptance of the Project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the County or its representative(s). For the purpose of this section, records include but are not limited to all books of account, supporting documents,

and papers that the County deems necessary to ensure compliance with the provisions of the Contract Documents.

C. If the Contractor fails to comply with these requirements, the County may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts.

D. The Contractor must ensure that the subcontractors provide access to their records pertaining to the project upon request by the County.

Section 9. Indemnification and Insurance.

A. Contractor agrees to save harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work performed by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of the County or Engineer of Record or their consultants, agents, officers and employees. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Amount as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.

B. The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. The Department's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

C. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Prior to execution of the Agreement, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally,

manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

D. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) calendar days prior written notice by registered or certified mail shall be given to the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

E. To the extent multiple insurance coverage and/or County's self-insured retention may apply, any and all insurance coverage purchased by Contractor and its Subcontractors identifying the County as an additional named insured shall be primary. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No Work shall commence at the Project Site unless and until the required Certificates of Insurance are received by the County.

F. The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the County. The County may, upon request, furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

G. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the Subcontractor are expressly waived in writing by the County. All liability insurance policies, other than professional liability, workers' compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer of Record as additional insureds. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) calendar days prior to the date of expiration.

H. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages

purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

I. Contractor shall submit to Engineer of Record a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any Work by Contractor under the Contract Documents.

Section 10. Compliance with Laws and Regulations

A. Contractor agrees to comply, at its own expense, with all federal, state, and local Laws and Regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer of Record in writing.

B. Legal Requirements and provisions concerning Laws and Regulations to be observed are provided in Division 1, Section 7 of the Standard Specifications attached hereto as Exhibit E.

Section 11. Warranty

A. Contractor shall obtain and assign to the County all express warranties given to Contractor or any Subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

B. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, Suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Final Acceptance, any Work is found to be Defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those express or implied warranties to which the County is entitled as a matter of law.

C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the County prior to the next application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Section 12. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Roger Desjarlais
Lee County Manager
P.O. Box 398
Fort Myers, FL 33902

With copies addressed to each of the following:

Dirk Danley, Project Manager, P.O. Box 398, Fort Myers, FL 33902

Mary Tucker, Procurement Management Director, P.O. Box 398, Fort Myers, FL 33902

Randy Cerchie, Department of Transportation Director, P.O. Box 398, Fort Myers, FL 33902

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service, first class mail, postage pre-paid, return receipt requested, or by courier, addressed to the following:

Community Asphalt Corp.
Attention: Manuel Aguiar, Corporate Vice President
16560 Mass Court, Ft. Myers, FL 33912
Telephone: 239-337-9486 Fax: 305-829-8772

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 13. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the appropriate parties intended to be bound by it.

Section 14. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 15. No Waiver.

The failure of the County to enforce, at any time or for any period of time, any one or more of the provisions of the Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 16. Federal Requirements

A. In the event this Project is funded in whole or in part from any granting agency or source, the specific terms, regulations and requirements governing the disbursement of those funds are incorporated by reference and made a part of the Contract Documents.

Section 17. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 18. Severability.


Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

WITNESS:

Signed By: 
Print Name: Sandra Elizondo

CONTRACTOR: COMMUNITY ASPHALT,
CORP.

Signed By: 
Print Name: Manuel Aguilar
Title: Corporate Vice President
Date: 01/20/2020

OWNER: LEE COUNTY
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
LEGAL ADVERTISEMENT

A Janner

Attn:
LCBC-PURCHASING
1825 HENDRY ST FL 3
FORT MYERS, FL 33901

B200007AEJ
Resurfacing of Del Prado Boulevard
and Pondella Road 2020
Invitation to Bid
Lee County Procurement Management
will receive sealed proposals in the Of-
fice of the Procurement Management
Director, 2115 Second Street, 1st Fl,
Fort Myers, FL 33901 prior to 2:30 pm
on Monday, December 16, 2019 from
companies wishing to provide these
goods/services to the County.
A NON-Mandatory Pre-solicitation
meeting is scheduled for 11/22/2019
10:00 AM Public Works Building, 1500
Monroe St. 4th Floor, Fort Myers, FL
33901. Solicitation documents and in-
structions may be secured from the
website: www.leegov.com/procurement
t or by calling Procurement Manage-
ment at (239) 533-8881.
AD# 3891121 Nov. 12, 2019

Before the undersigned authority personally appeared said legal
clerk, who on oath says that he or she is a Legal Assistant of
the News-Press, a daily newspaper published at Fort Myers in
Lee County, Florida; that the attached copy of advertisement,
being a Legal Ad in the matter of

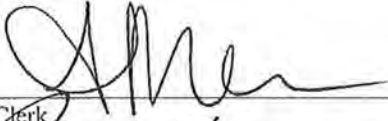
Bids and Proposals

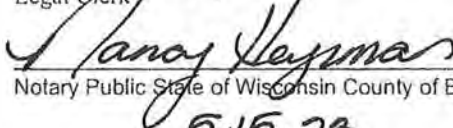
In the Twentieth Judicial Circuit Court was published in said
newspaper in the issues of:

11/12/19

Affiant further says that the said News-Press is a paper of
general circulation daily in Lee, Charlotte, Collier, Glades and
Hendry Counties and published at Fort Myers, in said Lee
County, Florida, and that the said newspaper has heretofore
been continuously published in said Lee County, Florida each
day and has been entered as periodicals matter at the post office
in Fort Myers, in said Lee County, Florida, for a period of one
year next preceding the first publication of the attached copy of
advertisement; and affiant further says that he or she has never
paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing this
advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 12th of November 2015


Legal Clerk


Notary Public State of Wisconsin County of Brown

5-15-23

My commission expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

EXHIBIT B
INVITATION TO BID



**Lee County Board of County Commissioners
DEPARTMENT OF PROCUREMENT MANAGEMENT**

**Invitation to Bid (B)
DOT Construction Only**

Solicitation No.: **B200007AEJ**

Solicitation

Name: Resurfacing of Del Prado Boulevard and Pondella Road 2020

Open

Date/Time: Monday, December 16, 2019 Time: 2:30 PM

Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement

Contact: **Ashley Jones** Title Procurement Analyst

Phone: (239) 533-8858 Email: AJones@leegov.com

Requesting

Dept. Transportation

Pre-Bid Conference:

Type: NON-Mandatory

Date/Time: November 22, 2019 10:00 AM

Location: Procurement, 1500 Monroe St. 4th Floor, Fort Myers, FL 33901

All solicitation documents are available for download at

www.leegov.com/procurement



LEE COUNTY
SOUTHWEST FLORIDA

Advertisement Date: Tuesday, November 12, 2019

INTRODUCTION AND BACKGROUND

Notice to Bidder

Invitation to Bid # B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

Invitation to Bid (B) Construction

Lee County, Florida, is requesting bids from qualified individuals/firms for

Resurfacing of Del Prado Boulevard and Pondella Road 2020

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with the Solicitation Documents, which include technical Specifications and/or a Scope of Work.

Those individuals/firms interested in being considered for this Solicitation are instructed to submit, in accordance with the Specifications, their Bids, pertinent to this project prior to

2:30 PM Monday, December 16, 2019

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the Solicitation name, Solicitation number, Bidder name, and contact information as identified in these Solicitation Documents.

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

10:00 AM November 22, 2019 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901 for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Ashley Jones ajones@leegov.com

Sincerely,

Lindsay Cepero, CPPB
Procurement Manager

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

Terms and Conditions

INVITATION TO BID (B) CONSTRUCTION

1. DEFINITIONS. Additional definitions may be found in the Draft Construction Agreement attached hereto.
 - 1.1. **Addendum/Addenda:** A written document used to modify the terms of a procurement instrument (such as an Invitation to Bid or Request for Proposals). An addendum is not to be confused with a contract "amendment."
 - 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude Approved Alternatives of other manufacturer(s) or product(s).
 - 1.3. **Award:** The determination of a successful Bidder(s) in response to this Solicitation.
 - 1.4. **Bid/Proposal Package:** An offer specifically given to the County in response to an informal or competitive procurement invitation issued by the County. This is also referred to as a "Response."
 - 1.5. **Bid Bond/Security:** Security in the form and amount required by the County pledging that the Bidder shall enter into a Contract with the County in accordance with the terms stated in its Bid.
 - 1.6. **Bidder:** Any individual, firm, partnership, joint venture, or corporation submitting a Bid for this project, acting directly or through an authorized representative.
 - 1.7. **County:** The Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors and assigns.
 - 1.8. **Contract/Agreement:** The written contract between the County and a successful Bidder pursuant to this Solicitation, a draft copy of which is attached hereto.
 - 1.9. **Contract Documents:** The documents listed in Section I of the attached draft Agreement.
 - 1.10. **Department of Procurement Management:** Shall mean the Lee County Department of Procurement Management.
 - 1.11. **Due Date and Time/Opening:** The date and time upon which a Bid or Proposal shall be submitted to, and actually received by, the Lee County Department of Procurement Management. Only Bids or Proposals received prior to the established date and time shall be considered.
 - 1.12. **Liquidated Damages:** Damages, usually in the form of monetary payment, agreed to by the parties to a contract which are due and payable as damages in the event of a breach of all or part of such contract. Liquidated Damages may be applied on a daily basis for as long as the breach is in effect.
 - 1.13. **Local Bidder:** Any person, firm, partnership, company or corporation whose principal place of business, in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or (b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods; or (c) any person, firm, partnership, company or corporation that qualifies as a "local business" under the terms of the Collier County Local Vendor Preference Program on or after the date Lee and Collier County enter an agreement extending reciprocity under their respective local vendor preference programs to the firms eligible for those programs in the adjoining county; or (d) any person, firm, partnership, company or corporation that qualifies as a "local bidder" or similar term under the local bidder preference program of any county adjoining Lee County on or after the date Lee County and the adjoining county enter a reciprocity agreement that is substantially similar to any such agreement between Lee and Collier County.
 - 1.14. **Responsible Bidder:** A Bidder submitting a Response who has the capability in all respects to perform fully the Contract requirements and the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and having the integrity and reliability with a record of timely and acceptable past performance that will ensure good faith performance.
 - 1.15. **Responsive Bidder:** A Bidder submitting a Response that substantially conforms with all material respects to the requirements and criteria set forth in this Solicitation.

- 1.16. Solicitation/Solicitation Documents:** This document, its attachments, and any document hereinafter incorporated by reference.
- 1.17. Work:** All labor, materials, equipment and incidentals required to fully, finally and properly complete the construction project described herein and otherwise fully, finally and properly comply with all terms and conditions of the Contract Documents.

2. ORDER OF PRECEDENCE

- 2.1.** In resolving conflicts, errors, and discrepancies among the provisions of the Contract Documents, the order of precedence shall be as follows
 - 2.1.1.** Florida State Law as applied to County Purchasing
 - 2.1.2.** Lee County Procurement Ordinance 18-22
 - 2.1.3.** Change Orders
 - 2.1.4.** Contract/Agreement including amendments and Exhibits
 - 2.1.5.** Field Directive Change Orders
 - 2.1.6.** The Solicitation Documents, including any Addenda

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1.** It shall be the responsibility of the Bidder to ensure compliance with all federal, state, or county codes, rules, regulations, or other requirements, as each may apply.
- 3.2. Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. License(s):** Bidder should provide, at the time of the opening of the Bid, licenses required for this product and/or service.

4. PREPARATION OF SUBMITTAL

- 4.1. Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission should be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1.** "Sealed Bid"
 - 4.1.2.** Bid number
 - 4.1.3.** Bid title
 - 4.1.4.** Bid due date
 - 4.1.5.** Name of the Bidder submitting the Bid
 - 4.1.6.** Bidder's Contact e-mail and telephone number
- 4.2. Bid submission shall:**
 - 4.2.1.** Provide two (2) hard copies. Mark one "Original," one "Copy."
 - 4.2.2.** Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3.** Provide that the electronic submission document is one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4.** Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5.** Not lock files.
- 4.3. Submission Format:**
 - 4.3.1.** Required Forms: complete and return **all** required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.
 - 4.3.2.** Failure to submit required or requested information may result in the Bidder being considered non-responsive.
 - 4.3.3.** Execution of Bid: All documents must be signed by a corporate authorized representative, witnessed, and corporate and/or notary seals affixed, where applicable. All Bids shall be typed or printed in ink. The Bidder may not use erasable ink. All corrections made to the Bids shall be initialed.
 - 4.3.4.** The County may request specific files be submitted in specialty format (i.e. Microsoft Excel, PowerPoint etc.). Vendor shall accommodate such specialty requests as stated or described herein. Should files not be provide in the format or quantity as requested Bidder may be deemed Non-Responsive and therefore ineligible for award.

- 4.3.5. The submission should not contain links to other web pages.
- 4.3.6. Include any information requested by the County necessary to analyze your Bid, i.e., required submittals, literature, technical data, or financial statements.
- 4.3.7. Bid Security/Bond(s), as applicable.

4.4. Preparation Cost: The Bidder is solely responsible for any and all costs associated with responding to this Solicitation. No reimbursement shall be made for any costs associated with the preparation and submittal of any Bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the Bid submission to the Lee County Department of Procurement Management prior to or on the time and date required. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any Bids received after the stated time and date shall not be considered. Late Bids shall not be opened at the public opening.
- 5.3. The Lee County Department of Procurement Management shall not be responsible for delays caused by the method of delivery such as, but not limited to: internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible Bidders:** Only Bids received from Responsive and Responsible Bidders shall be considered. The County reserves the right, before recommending any Award, to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine if the Bidder is satisfactorily able to perform, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the Bidder to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
 - 6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.
 - 6.1.3.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **Past Performance:** A Bidder's past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in Bidder disqualification.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this Solicitation. The cover will also note if the pre-bid conference is non-mandatory or mandatory. All prospective Bidders are encouraged to obtain and review the Solicitation Documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the Solicitation Documents. A formal response will be provided in the form of an Addendum (see "County Interpretation/Addendums" for additional information). If appropriate, a site visit may follow the pre-bid conference.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective Bidders participate.

- 7.3. **Mandatory:** In the event a mandatory pre-bid conference is held, no Bids shall be considered by Bidders that fail to attend, and a Bid submitted by any such Bidder shall be considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Bidder shall examine the Solicitation Documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the Bid is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.lee.gov/procurement. It is solely the Bidder's responsibility to check the website for information. The Lee County Department of Procurement Management will send no notifications regarding postings associated with this solicitation.
- 8.3. All Addenda shall be incorporated into the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, agent, or other person. Interpretation of the meaning of the plans, Specifications or any other Contract Document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written Addendum by the County's Department of Procurement Management is the only official method whereby interpretation, clarification or additional information may be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the Specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a Bidder wishes to make a substitution in the Specifications, the Bidder shall furnish to the County, **no later than ten (10) business days prior to the Bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Department of Procurement Management. Any such substitution shall be subject to County approval through the issuance of a written Addendum by the County's Department of Procurement Management. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed Specifications.
- 10.2. A Bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items Bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1.** Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1.** Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful Bidder.
- 12.2.** After Award of this Bid, the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3.** At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

13. CALCULATION ERRORS

- 13.1.** In the event of multiplication/addition error(s), the unit price shall prevail and the corrected sum shall be considered the bid price. All Bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

14. CONFIDENTIALITY

- 14.1.** Bidders should be aware that all submissions provided are generally considered public records subject to public disclosure upon conclusion of the Solicitation process, and shall **not** be afforded confidentiality, unless otherwise provided by law.
- 14.2.** If information is submitted with a Bid that is deemed "confidential," the Bidder must stamp those pages of the submission that are considered confidential. The Bidder must provide sufficient documentation demonstrating why such documents should be deemed confidential in accordance with Florida law.
- 14.3.** Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. Pursuant to § 337.168, F.S.: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of § 119.07(1), F.S. until the Contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. Business Relationship Disclosure Requirement:** The Award hereunder is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their submission the name of any officer, director or agent who is also an officer or employee of Lee County or any of its agencies or a spouse or child of such officers or employees. Furthermore, all Bidders must disclose the name of any County officers, employees, or spouses or children thereof who own directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1.** Upon the issuance of the Solicitation, prospective Bidders or any agent, representative or person acting at the request of said Bidder shall not have any contact, communicate with or discuss any matter relating in any way to the Solicitation with any commissioner, evaluation review committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any Solicitation, and ends upon issuance of the Notice of Intended Decision, the rejection of all responses, or the termination of this competitive procurement. **If it is determined that improper communications were conducted, the Bidder may be declared non-responsible.**

17. DRUG FREE WORKPLACE

- 17.1.** The County encourages Drug Free Workplace programs.

18. DISADVANTAGED BUSINESS ENTERPRISE (DBE) and MINORITY-OWNED AND WOMEN-OWNED FIRMS (W/MBE)

- 18.1.** The County encourages interested Disadvantaged Business Enterprise Bidder(s) (DBE), as defined and certified by the Florida Department of Transportation, as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (W/MBE), to do business with the County and respond to this solicitation.

As described in the required forms, the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are DBEs and W/MBE. Lee County encourages the utilization and participation of DBEs and W/MBE in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Each bidder that intends to use subcontractors shall also use the State of Florida, and/or when deemed appropriate directories of DBE and W/MBE to solicit for subcontracting opportunities under a primary contract. Each bidder that intends to use subcontractors shall be responsible for documenting outreach activities in accordance with the competitive procurement document.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1.** The Bidder agrees to comply, at its own expense, with all federal, state, and local laws and regulations, including federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Work, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety. Bidder acknowledges and agrees, in accordance with § 287.134, F.S., the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA), that in performing the Work hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2.** The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Bidder shall make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3.** The Bidder shall include the provisions of this section in every sub-contract under this Contract to ensure its provisions will be binding upon each sub-contractor. The Bidder shall take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4.** An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (this list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a Bid on a contract to provide goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-CONTRACTORS

- 20.1.** The use of sub-contractors under this Solicitation requires prior written authorization from the County representative.

21. PROJECT GUIDELINES (as applicable)

- 21.1.** The County has established the following guidelines, criteria, goals, objectives, constraints, schedule, budget and or requirements which shall serve as a guide to the Bidder(s) in performing the Work provided for pursuant to this Contract:
- 21.1.1.** No amount of Work is guaranteed upon the execution of a Contract.
- 21.1.2.** Rates and all other negotiated expenses shall remain in effect throughout the duration of the Contract period inclusive of any renewals unless otherwise specified herein.
- 21.1.3.** This Contract does not entitle any Bidder to exclusive rights to County contracts. The County reserves the right to perform any and all available required Work in-house or by any other means it so desires.

- 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel, time is considered incidental to the Work and not an extra compensable expense.
- 21.1.5. Lee County reserves the right to add or delete, at any time, any or all material, tasks or services associated with this Contract.
- 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this Solicitation, whether through size, complexity or the dollar value.
- 21.1.7. Background Check(s): The County is committed to maintaining a safe and secure environment. The following shall apply to the contractor, contractor employees, employees hired through a third party staffing vendor, subcontractors and any other staffing that may be working in or around a County Facility, School, Library and other locations as deemed necessary.
Upon written request by Lee County Procurement Management, the contractor at its expense must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or have access to the County computer systems, through either onsite or remote access. Contractor employees, for the purpose of this requirement, include such temporary staff as office support, custodial service and any third party vendor. Background checks shall be conducted through the Florida Department of Law Enforcement and provided to Lee County Procurement Management Department at procurement@leegov.com. Background checks must be conducted prior to commencement of said project(s).

22. TIEBREAKER

- 22.1. Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from Responsive and Responsible Bidders, the following steps shall be taken to establish the Award to the lowest Bidder. This method shall be used for all ties.
 - 22.1.1. Step 1 - Local Bidder: Between a Local Bidder, and a non-Local Bidder, a Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Local Bidder. **If local preference is prohibited by the funding source then step 2 will replace step 1.**
 - 22.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The Contract Award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program.
 - 22.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the Contract Award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.
- 22.2. When the tie has been broken pursuant to the above procedures, the Contract Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 22.3. If an Award or negotiation is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder, if necessary.

23. WITHDRAWAL OF BID

- 23.1. No Bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A Bid may be withdrawn prior to the Solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. After submissions are opened, but prior to Award of the Contract by the County Commission, the Procurement Management Director may allow the withdrawal of a Bid because of the mistake of the Bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the Bidder, by clear and convincing evidence, has met each of the following four tests:
 - 23.2.1. The Bidder acted in good faith in submitting the Bid;
 - 23.2.2. The mistake in Bid preparation was of such magnitude that to enforce compliance by the Bidder would cause a severe hardship on the Bidder;

- 23.2.3. The mistake was not the result of gross negligence or willful inattention by the Bidder; and
- 23.2.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally Awarded the Contract.

24. PROTEST RIGHTS

- 24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 24.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 18-22 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 24.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest"** must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 24.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and **"Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 18-22 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This procurement opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the Bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. The Lee County Board of County Commissioners shall not be financially responsible for the purchases of other entities from this Solicitation.

26. CONTRACT ADMINISTRATION

- 26.1. **Designated Contact:**
 - 26.1.1. The Awarded Bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or their designee shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
 - 26.1.2. Lee County requires that the Awarded Bidder provide the name of a contact person(s) and phone number(s) which will afford Lee County access twenty-four (24) hours per day, 365 days per year, in the event of major breakdowns or natural disasters.
- 26.2. **Basis of Award:**
 - 26.2.1. The County shall issue a Notice of Intended Decision to the lowest Responsive and Responsible Bidder who submits a Bid.
 - 26.2.2. In the event the lowest Responsive and Responsible Bid exceeds the architectural or engineering cost estimates or the amount of available funds, the County Administrator or designee may, when time or economic considerations preclude re-bidding of Work of a reduced scope, negotiate an adjustment of the Scope of Work with the lowest Responsive and Responsible Bidder, in order to bring the Bid within the amount of available funds.
 - 26.2.3. The County reserves the right to make Award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Bids or to waive any minor irregularity or technicality in the Bids received. Award shall be made to the lowest Responsible and Responsive Bidder(s) within the category chosen for basis of Award.

26.2.4. The County reserves the right to Award to one or multiple Bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

26.3. Contract:

26.3.1. The Awarded Bidder will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The draft Contract is attached to this Solicitation and incorporated herein by reference. The Contract may be viewed on-line at <http://www.leegov.com/procurement/forms>.

26.4. Records:

26.4.1. Retention: The Bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the Specifications, the Bidder shall retain these records for a period of ten (10) years after final payment, or until they are audited by Lee County, whichever event occurs first.

26.4.2. Right to Audit/Disclosure: These records shall be made available during the term of the Contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder(s) are hereby informed of their requirement to comply with Chapter 119, F.S., specifically to:

26.4.2.1. Keep and maintain public records required by the County to perform the service.

26.4.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.

26.4.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the contractor does not transfer the records to the County.

26.4.2.4. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Bidder or keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

26.4.3. Public Records: IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com or <http://www.leegov.com/publicrecords>.

26.4.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful Bidder in connection with its services hereunder, including any documents bearing the professional seal of the successful Bidder, shall be delivered to and become the property of Lee County, prior to final payment to the successful Bidder or the termination of the Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.5. Termination:

- 26.5.1.** Termination of an Award or Contract entered into pursuant to this Solicitation shall be governed by the terms of such Contract and by the provisions of this section.
- 26.5.2.** The Procurement Management Director may immediately terminate any Award resulting from this Solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 18-22.
- 26.5.3.** Any Bidder who has voluntarily withdrawn from a Solicitation without the County's mutual consent during the Contract period shall be barred from further County procurement for a **period of 180 calendar days**. The Bidder may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 26.5.4.** For a Contract over \$1,000,000, the County reserves the right to terminate an award of such contract upon information or belief of any of the following, when, applicable:
 - 26.5.4.1. Bidder is found to have submitted a false certification as provided under § 287.135 (5), F.S.;
 - 26.5.4.2. Bidder has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (§ 215.473, F.S.);
 - 26.5.4.3. Bidder has engaged in business operations in Cuba or Syria (§ 215.471, F.S.);
 - 26.5.4.4. Bidder has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel (§ 215.4725, F.S.).
 - 26.5.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to be advantageous to the County.

26.6 Termination for Convenience:

- 26.6.1.** The County may terminate the entire Contract or any portion thereof, if the Director determines that a termination is in the County's interest. The Director will deliver to the Contractor a Written Notice of Termination specifying the extent of termination and the effective date.
 - 26.6.1.1. When the County terminates the entire Contract, or any portion thereof, before the Contractor completes all items of work in the Contract, the County will make payment for the actual number of units or items of work that the Contractor has completed, at the Contract unit price, and according to the formulas and provisions set forth in the contract documents for work partially completed, and such payments will constitute full and complete compensation for such work or items. No payment of any kind or amount will be made for items of work not started. The County will not consider any claim for loss of anticipated profits, or overhead of any kind (including home office and jobsite overhead or other indirect impacts) except as provided for within the contract documents for partially completed work.
 - 26.6.1.2. The County will consider reimbursing the Contractor for actual cost of mobilization (when not otherwise included in the Contract) including moving equipment to the job where the volume of the work that the Contractor has completed is too small to compensate the Contractor for these expenses under the Contract unit prices.
 - 26.6.1.3. The County may purchase at actual cost acceptable materials and supplies procured for the work, that the County has inspected, tested, and approved and that the Contractor has not incorporated in the work. Submit the proof of actual cost, as shown by receipted bills and actual cost records, at such points of delivery as the Director may designate.
 - 26.6.1.4. Termination of a contract or a portion thereof, does not relieve the Contractor or the surety of its responsibilities for the completed portion of the contract or its obligations for and concerning any just claims arising out of the work performed.

26.6.1.5. All Contractor claims for additional payment, due to the County's termination of the entire Contract or any portion thereof, must meet the requirements as stated within the contract documents.

27. WAIVER OF CLAIMS

- 27.1.** Once the Contract associated with this Solicitation expires, or final payment has been requested and made, the Awarded Bidder shall have waived any claims against the County concerning such Contract, except those previously made in writing and identified by the Awarded Bidder as unsettled at the time of the final application for payment.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1.** Unless otherwise noted, all Awarded Bidders are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2.** All invoices shall be paid as directed by the Lee County payment procedure, unless otherwise stated in the Contract or detailed Specifications for this project.
- 28.3.** Lee County shall not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or Bidder for the preparation of these Specifications.

29. SAFETY DATA SHEETS (SDS) (as applicable)

- 29.1.** It is the Bidder's responsibility to provide Lee County with Safety Data Sheets on Bid materials, as may apply to this procurement.

30. BOND/SURETY

- 30.1.** Bonding/Surety is required in accordance with the Lee County Procurement Ordinance 18-22.
- 30.2. Bid Bond/Security: The Procurement Management Department shall determine if a Bid Bond shall be required for any Competitive Procurement.** Each Bidder shall submit not less than five percent (5%) of the proposed dollar amount (including applicable Alternates) as Bid Bond/Security. One ORIGINAL Bid Bond/Security shall be submitted to the County with each Bid submission. The Bid Bond/Security of the Bidder will be retained until the Bidder and the County have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder whom the County believes to have a reasonable chance of receiving the Award may be retained by the County until the effective date of the Contract, whereupon any Bid Bonds/Securities furnished by a Bidder may be returned. The following types of Bid Security shall be accepted:
- 30.2.1. A Certified Check or a Cashier's Check** in the amount of not less than five percent (5%) of the proposed dollar amount. Any Certified Check or Cashier's Check submitted in lieu of a Bid Bond shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
- 30.2.2. A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Such Bid Bond must be signed by all required parties, must be in the amount of not less than five percent (5%) of the proposed dollar amount (including Alternate(s) as applicable), and shall accompany each submission. The Bid Bond shall be issued by a surety authorized to do business and in good standing with the Florida Department of State.
- 30.3. Performance and Payment Bond:** As further described in the Contract, the successful Bidder shall provide Performance and Payment Bonds in the amount of one hundred percent (100%) of the total Awarded Contract amount within **seven (7) calendar days** after notification by the County of the approval to award the Contract, the costs of which are to be paid by the successful Bidder. Such Performance and Payment Bonds shall be in the form prescribed by the Exhibits to the attached Contract. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "B" or better as reported in the most current Best's Key Rating Guide, published by A.M. Best Company, Inc. The successful Bidder shall

record the Performance and Payment Bond with the Lee County Clerk of Courts, at its sole expense, and provide the original, recorded bond document to the County.

30.4. A Clean Irrevocable Letter of Credit or Cash Bond may be accepted by the County in lieu of the Public Payment and Performance Bond.

30.5. Personal Checks are not acceptable to Lee County as a Bid Security.

31. INSURANCE (AS APPLICABLE)

31.1. Insurance shall be provided by the Awarded Bidder pursuant to the Specifications provided herein and/or in the Contract. Prior to execution of the Contract, a certificate of insurance (COI) complying with the Solicitation Documents shall be provided by the Bidder.

End of Terms and Conditions Section

INSURANCE GUIDE



Lee County Insurance Requirements
--

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

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

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

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

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

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

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

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

Verification of Coverage:

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

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

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

Special Requirements:

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

End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this Solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work and Specifications.

1. TERM

- 1.1. From the Notice to Proceed or the Purchase Order date, whichever applies, all work shall be completed to final acceptance within 180 calendar days.

2. LIQUIDATED DAMAGES (CONSTRUCTION)

- 2.1. In accordance with the terms set forth in the Agreement, should the Contractor fail to achieve Final Acceptance of the Work within the time period stated in the Agreement, the County shall be entitled to assess the amount set forth in Article 8-10 of Exhibit E Standard Specifications, as Liquidated Damages, but not as a penalty, for each calendar day thereafter until Final Acceptance is achieved.

3. BASIS OF AWARD

- 3.1. The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified Contractor meeting all bid specifications.
- 3.2. The County reserves the right to reject any bids or portion of the bid with just cause, which shall include, but not be limited to, an "unbalanced bid," to the detriment of the County. An "unbalanced bid" shall include: excessive unit pricing, other unfair pricing for materials or labor, or a disproportionate allocation of cost to the County for the actual construction performed.

4. LANE CLOSURES

- 4.1. No daytime lane closures will be allowed for the duration of this project. In accordance with the timeframes set forth in Exhibit J, Special Provisions, all work requiring lane closures shall occur from the hours of 7:00 PM to 6:00 AM.

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK SUMMARY

- 1.1 Lee County Board of County Commissioners seeks to contract with a qualified Contractor to provide milling, resurfacing and ADA improvements on Del Prado Boulevard from Viscaya Parkway to Hancock Bridge Parkway in Cape Coral and Pondella Road from Moody Road to Orange Grove Boulevard in North Fort Myers. Work shall include but is not limited to: milling and resurfacing, installation of ADA sidewalk ramps, signalization upgrade, laminated street signs and striping modifications.
- 1.2 The scope of work is further defined and detailed within Exhibits E-O found attached to the draft contract agreement affixed to this solicitation package as well as within the plans associated with this project. Contractor is responsible for reviewing all documentation associated with this project.

2. ATTACHMENTS

- 2.1. B200007AEJ Del Prado Blvd Resurfacing Viscaya Pkway to Hancock Bridge Pkway Plans
- 2.2. B200007AEJ Pondella Rd Resurfacing Orange Grove Blvd to Moody Rd Plans

End of Scope of Work and Specifications Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit - Principal Place of Business	Required	
6	Sub-Contractor List	Required	
7	Public Entity Crime Form	Required	
8	Trench Safety	Required	
9	Bid Bond	Required	
*	Proposal Label	Required	

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms. Bidders/Proposers should utilize the Lee County Document Management Form for a complete list of all forms required for project submission.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

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

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

1a	<i>Bid/Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County.

N/A	<i>Business Relationship Disclosure Requirement</i>
------------	--

Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3	<i>Reference Survey</i>
----------	--------------------------------

Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (not required to submit with bid)**

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4

Negligence or Breach of Contract Disclosure Form

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

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

5

Affidavit - Principal Place of Business

Certifies Bidder's location information.

6

Sub-Contractor List

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

7

Public Entity Crime Form

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

8

Trench Safety

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

9

Bid Bond

Guarantee to County that Bidder/Proposer will take on job if selected.

*

Bid/Proposal Label

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

*

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

Form 1 – Solicitation Response Form

V09/12/2016



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: _____ Deadline Date: 12/16/2019

SOLICITATION IDENTIFICATION: B200007AEJ

SOLICITATION NAME: Resurfacing of Del Prado Boulevard and Pondella Road 2020

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

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

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the Solicitation Documents and of the following Addenda:

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

Tax Payer Identification Number: _____

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

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

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

1 **Collusion Statement:** Lee County, Florida. The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this Solicitation as principal, and that this Solicitation is submitted without collusion with others; and that they have carefully read and examined the Specifications or Scope of Work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby Bid and agree to furnish this service according to the requirements set out in the Solicitation Documents, Specifications or Scope of Work for said service for the prices as listed on the County provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is Awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, F.S, entitled "Prohibition against contracting with scrutinized companies" prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, F.S. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

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

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

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4** Disadvantaged Business Enterprise (DBE) Bidder/proposer? If yes, please attach a current certificate.

<input type="checkbox"/>	<input type="checkbox"/>
Yes	No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

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

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 865555
FE/EIN Number 511111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

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

Mailing Address

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

Registered Agent Name & Address

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

Officer/Director Detail**Name & Address**

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # B200007AEJ Solicitation Name Resurfacing of Del Prado Boulevard and Pondella Road 2020

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

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

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

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

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



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B200007AEJ SOLICITATION NAME: Resurfacing of Del Prado Boulevard and Pondella Road 2020

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

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

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

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

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

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

**Lee County Procurement Management
Reference Survey**

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1 Reference Respondent Information	Please return completed form to:
FROM: _____ COMPANY: _____ PHONE #: _____ FAX #: _____ EMAIL: _____	Bidder/Proposer: _____ Due Date: _____ Total # Pages: 1 Phone #: _____ Fax #: _____ Bidder/Proposer E-Mail: _____

Section 2	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
_____	_____	_____	_____
Summarize Scope:	_____	_____	_____

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

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

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

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

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

Page Number: _____ Of _____ Total pages

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



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

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

Notary:

State of _____

County of _____

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

20 _____ by _____ who has produced

_____ as identification (or personally known)

Type of ID and number _____

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

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

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

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

5. Number of available employees for this Contract _____

6. Does your company have a Drug Free Workplace Policy _____ Yes _____ No

LEE COUNTY

SOUTHWEST FLORIDA

[illegible]

30

Public Entity Crime Form

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in Section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, a bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies)

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

Public Entity Crime Form

Page 2 of 2

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

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

(NOTARY PUBLIC)

My Commission Expires: _____

Form#8: Trench Safety**TRENCH SAFETY**

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

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

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

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

(Signature)

(Company Name)

STATE OF _____
COUNTY OF _____

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

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

(serial number, if any)

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a corporation licensed to do

(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a political subdivision of the State of Florida,

in the SUM OF _____

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the project know as:

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

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

Witness as to Principal:

(SEAL)

(Principal)

(By) _____

Printed Name

Witness as to Surety:

(SEAL)

(Surety's Name)

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

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

Sealed Bid Label

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

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	B200007AEJ
BID TITLE:	Resurfacing of Del Prado Boulevard and Pondella Road 2020
DATE DUE:	Monday, December 16, 2019
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1 st Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



PLEASE PRINT CLEARLY

Posted Date: December 11, 2019

Solicitation No.: B200007AEJ

Solicitation Name: Resurfacing of Del Prado Boulevard and Pondella Road 2020

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. CLARIFICATION:

- (a) Fill and Sod has been added to the median on page 14 of the Revised Del Prado Boulevard Resurfacing Viscaya Parkway to Hancock Bridge Parkway Plans and are considered incidental to the project completion, no specific pay item has been added to the bid schedule.

2. ATTACHMENT:

Replace the previously issued plans in their entirety with the following

- (1) Revised Addendum 1 Del Prado Blvd Resurfacing Viscaya Pkwy to Hancock Bridge Pkwy Plans
(2) Revised Addendum 1 Pondella Rd Resurfacing Orange Grove Blvd to Moody Rd Plans

3. QUESTIONS/ANSWERS:

1.	<p>In reviewing the plans for the above project we noticed the following notes listed on the plans for both Del Prado and Pondella:</p> <p>PAY ITEM NOTES: ALL PEDESTRIAN SIGNALS, ALUMINUM SIGNAL POLES, PULL BOXES, DETECTORS, PREFORMED FOUNDATIONS, GROUND RODS & FTP-68B-06 PEDESTRIAN SIGNS SHALL BE FURNISHED BY LEE COUNTY DEPARTMENT OF TRANSPORTATION. TO OBTAIN THE EQUIPMENT CONTACT JAMES ROSA AT 239-533-9500. ITEM NO. 635-2-11 PULL BOX REMOVAL OF EXISTING PULL BOX TO BE INCLUDED IN THE COST TO INSTALL NEW PULL BOX. USE 17"x30" PULL BOX WITH LEE COUNTY SIGNALS OR TRAFFIC SIGNAL LOGO ON HEAVY DUTY LID. ITEM NO. 646-1-30 ALUMINUM SIGNAL POLE PAYMENT SHALL INCLUDE INSTALLATION OF THE POLE, PEDESTRIAN SIGNAL, PEDESTRIAN DETECTOR, PEDESTRIAN SIGN, FOUNDATION AND GROUND ROD (CONTRACTOR TO PROVIDE). ITEM NO. 653-1-11 PEDESTRIAN SIGNAL PAYMENT SHALL INCLUDE LOCKING COLLARS. ITEM NO. 653-1-60 ALUMINUM SIGNAL POLE, REMOVE PAYMENT SHALL INCLUDE THE REMOVAL OF THE FOUNDATION AND ALL ATTACHMENTS.</p> <p>The above statement implies that Lee County will be providing all of the equipment. Is this correct?</p>
----	--

Answer	No, this statement has been revised. Please see the revised plans that have been made part of this addendum.
--------	--

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Ashley Jones

Ashley Jones
Procurement Analyst Direct Line: 239-533-8858
Lee County Procurement Management

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC WORKS ADMINISTRATION - DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED

DEL PRADO BOULEVARD RESURFACING VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY

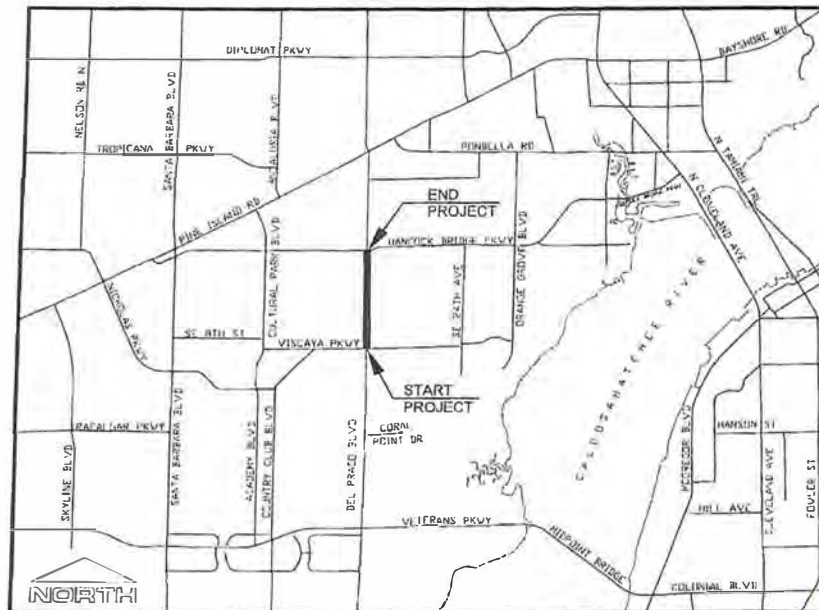
PEDESTRIAN RAMP RECONSTRUCTION PLANS DEL PRADO BOULEVARD & SE 2 STREET MEDIAN CLOSURE PLAN

PROJECT NO. 4683

COMPONENTS OF CONTRACT PLANS SET
CONSTRUCTION PLANS

INDEX OF ROADWAY PLANS

- 1) COVER SHEET
- 2) SUMMARY OF PAY ITEMS
- 3) GENERAL NOTES
- 4) PROJECT LAYOUT
- 5-13) PEDESTRIAN RAMP RECONSTRUCTION PLANS
- 14) SE 2 STREET MEDIAN CLOSURE PLAN
- 15) SIGNING & MARKING PLAN - SE 6 STREET
- 16) SIGNING & MARKING PLAN - N. SCHOOL ENTRANCE
- 17) SIGNAL MODIFICATION PLAN - SE 6 STREET
- 18) SIGNAL MODIFICATION PLAN - N. SCHOOL ENTRANCE



LOCATION MAP

LEE COUNTY, FLORIDA
PROJECT MANAGER: DIRK DANLEY

ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN REDUCED IN
SIZE DURING REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS - FY
2018-19 AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND 2018
STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS
AMENDED BY CONTRACT DOCUMENTS.

FOR STANDARD PLANS GO TO THE FOLLOWING WEBSITE:
<https://www.fdot.gov/design/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION CLICK ON THE "STANDARD SPECIFICATIONS" LINK AT THE
FOLLOWING WEBSITE:
<https://www.fdot.gov/cgr/management/>

THIS IS TO CERTIFY THAT THESE PLANS AND THE ASSOCIATED
CONSTRUCTION PROJECT ARE IN SUBSTANTIAL COMPLIANCE WITH
THE LEE COUNTY LAND DEVELOPMENT CODE WITH THE EXCEPTION
OF THE FOLLOWING DEVIATIONS WHICH HAVE BEEN APPROVED BY
THE DIRECTOR OF PUBLIC WORKS:

LIST OF DEVIATIONS:

BIHAWAY PLANS
ENGINEER: HBCON

DEVELOPMENT ORDER APPROVED:
LEE COUNTY PUBLIC WORKS ADMINISTRATION

DIRK DANLEY, P.E.
ASSISTANT COUNTY MANAGER, PUBLIC WORKS

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ADA CONSTRUCTION ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
110-1-1	Clearing & Grubbing	AC	1
110-4-10	Removal of Existing Concrete	SY	987
327-70-1	Milling 1"	SY	483
334-1-13	Asphaltic Concrete Type S-I, 8"	TN	54
334-1-13	Asphaltic Concrete Type S-III, 1"	TN	33
425-6	Adjust Valve Box	EA	7
520-1-7	Type "E" Curb & Gutter	LF	14
520-1-10	Type "F" Curb & Gutter	LF	917
520-2-2	Type "B" Curb	LF	392
520-2-4	Type "D" Curb	LF	8
520-3	Valley Gutter	LF	34
520-5-11	Concrete Traffic Separator, 4'	LF	15
522-2	Concrete Sidewalk, 6" Thick	SY	685
527-2	Detectable Warning, Inset	SF	312
570-1-1	Sodding, Bahia	SY	1255

SIGNING & MARKING ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
700-1-40	Install Sign, Single Post	EA	2
700-1-50	Relocate Sign, Single Post	EA	7
700-1-80	Remove Sign, Single Post	EA	1
709-11-101	Solid Traffic Stripe, Paint, White, 6"	LF	194
709-11-201	Solid Traffic Stripe, Paint, Yellow, 6"	LF	571
710-11-123	Solid Traffic Stripe, Paint, 12"	LF	1775
710-11-125	Solid Traffic Stripe, Paint, 24"	LF	1217
711-11-123	Solid Traffic Stripe, Thermoplastic, 12"	LF	1775
711-11-125	Solid Traffic Stripe, Thermoplastic, 24"	LF	1217
711-16-101	Solid Traffic Stripe, Thermoplastic, 6"	LF	104
711-16-201	Solid Traffic Stripe, Thermoplastic, Yellow, 6"	LF	571

SIGNAL ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
630-2-11	Conduit, Furnish & Install, Open Trench	LF	230
635-2-11	Pull Splice Box, Furnish & Install, 17"x30" Cover Size	EA	7
646-1-11	Aluminum Signal Pole, Pedestal	EA	12
653-1-11	Pedestrian Signal, Furnish & Install, LED Countdown, 1-Way	AS	12
653-1-60	Pedestrian Signal, Remove, Pole	AS	6
665-1-11	Pedestrian Detector, Furnish & Install, Standard	EA	12

ADDITIONAL SERVICES/PURCHASES

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
700-3-101	Add Sign Panel	EA	1
700-3-501	Remove Sign Panel	EA	1
710-11-290	House Paint, Yellow	SF	27

SECTION 0001 ROADWAY - RESURFACING

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
101-1	Mobilization	LS	1
102-1	Maintenance of Traffic	LS	1
120-50	Linear Grading, Shoulder Restoration	LF	60000
327-70-1	Milling Existing Asphalt Pavement, 1" Average Depth	SY	577
331-3-000	Asphaltic Concrete Type S-III, Leveling Course	TN	500
331-3-100	Asphaltic Concrete Type S-III, 1" Thickness	TN	4500
425-5	Manhole, Adjust	EA	25
425-6	Valve Boxes, Adjust	EA	25
700-3	Re-Reflective Pavement Markers	EA	2500
710-111-01	Painted Pavement Markings, Standard, White, Solid, 6"	LF	22000
710-111-31	Painted Pavement Markings, Standard, White, Skip, 6"	LF	22000
710-112-01	Painted Pavement Markings, Standard, Yellow, Solid, 6"	LF	22000
710-112-31	Painted Pavement Markings, Standard, Yellow, Skip, 6"	LF	11600
711-111-23	Thermoplastic, Standard, White, Solid, 12" for Curbwork & Roundabout	LF	12000
711-111-24	Thermoplastic, Standard, White, Solid, 18" for Diagonal & Chevrons	LF	1100
711-111-25	Thermoplastic, Standard, White, Solid, 24" for Stop Line & Crosswalk	LF	1100
711-3	PAVEMENT Message Thermo	EA	100
711-4	Directional Arrow Thermo	EA	100

REV	DATE	BY	REVISIONS	DESCRIPTION

DESIGN BY:
 DRAWN BY:
 CHECKED BY:
 DATE: 7/19
 SCALE: N/A
 FILE: 180150201.DWG

APPROVED BY:
 PROFESSIONAL ENGINEER
 FLORIDA P.E. NO.
 DATE:



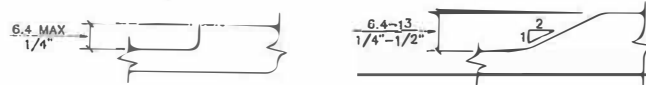
Department of Transportation
Lee County
Southwest Florida
 1500 HIBBARD STREET FORT MYERS, FL 33901
 739-531-1900 www.lee.gov/doi

DEL PRADO RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
 SUMMARY OF PAY ITEMS

SHEET
 2 of 18
 SHEETS

GENERAL NOTES

1. THIS IS NOT A SURVEY. INFORMATION IS BASED ON AERIAL MAPS, PLATS AND FIELD DATA. CONTRACTOR TO VERIFY ACCURACY OF PLAN BEFORE DEMOLITION OF SIDEWALKS.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE SURVEYOR WITHOUT DELAY, BY TELEPHONE.
3. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC.
4. COST OF LONGITUDINAL AND PERPENDICULAR SAW CUTS AT PAVEMENT LOCATIONS ARE INCIDENTAL TO THE PAVEMENT CONSTRUCTION.
5. CARE IS TO BE TAKEN NOT TO DISTURB EXISTING TREES AND SHRUBS OUTSIDE OF THE WORK ZONE. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REPLACEMENT OF ANY OF THESE ITEMS THAT ARE DAMAGED DURING CONSTRUCTION.
6. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
7. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
8. TWO FULL BUSINESS DAYS PRIOR TO DIGGING THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL AT 800-432-4770, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS.
9. THE CONTRACTOR SHALL BE ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER, AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN THE PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
10. THE MAXIMUM VERTICAL DISCONTINUITY (REVEAL) SHALL BE $\frac{1}{2}$ " IF BEVELED WITH A SLOPE NO STEEPER THAN 50% (1:2). IF IT IS NOT BEVELED THAT MAXIMUM REVEAL SHALL BE $\frac{1}{4}$ ".



11. WHERE EXISTING UTILITIES ARE LOCATED WITHIN PROPOSED SIDEWALK LIMITS AND CANNOT BE RELOCATED THE UTILITY COVERS SHALL BE ADJUSTED TO THE HEIGHT OF THE SIDEWALK OR THE SIDEWALK SHALL BE CONSTRUCTED FLUSH WITH THE TOP OF THE UTILITY AS DIRECTED BY THE ENGINEER.

UTILITY OWNERS:

CENTURY LINK
PH. 239-984-7009

CITY OF CAPE CORAL UTILITIES
PH. 239-574-0858
FAX 239-574-0855

COMCAST CABLE
PH 239-253-7505

FIBERNET DIRECT
PH. 786-610-7073

LEE COUNTY SIGNAL DEPARTMENT, JAMES ROSA
PH. 239-533-9541

LFF COUNTY ELECTRIC CO-OP
PH. 239-656-2414
FAX 239-656-2239

TECO-PEOPLES GAS
PH. 239-690-5517

12. STRIPING SHOWN ON THESE PLANS REFLECTS MODIFICATIONS REQUIRED FOR CURB RAMP RECONSTRUCTION.

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NO.	DATE	BY	REVISIONS	DESCRIPTION

DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 FILE: 180153001.dwg

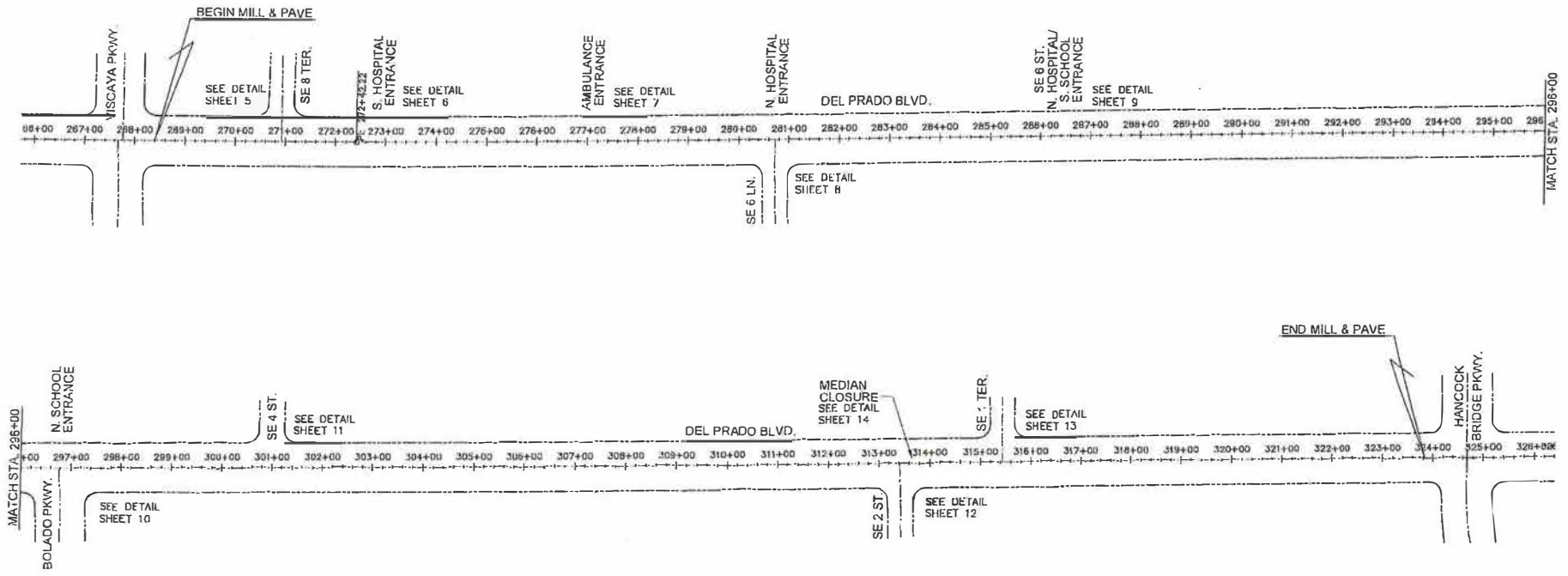
APPROVED BY:
 PROFESSIONAL ENGINEER
 FLORIDA I.C. NO.
 DATE:



Department of Transportation
Lee County
Southwest Florida
1500 MONROE STREET FORT MYERS, FL 33901
239-533-6560 www.leeonline.com

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
GENERAL NOTES - PEDESTRIAN RAMP RECONSTRUCTION

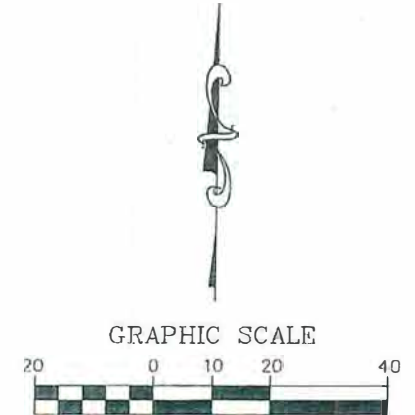
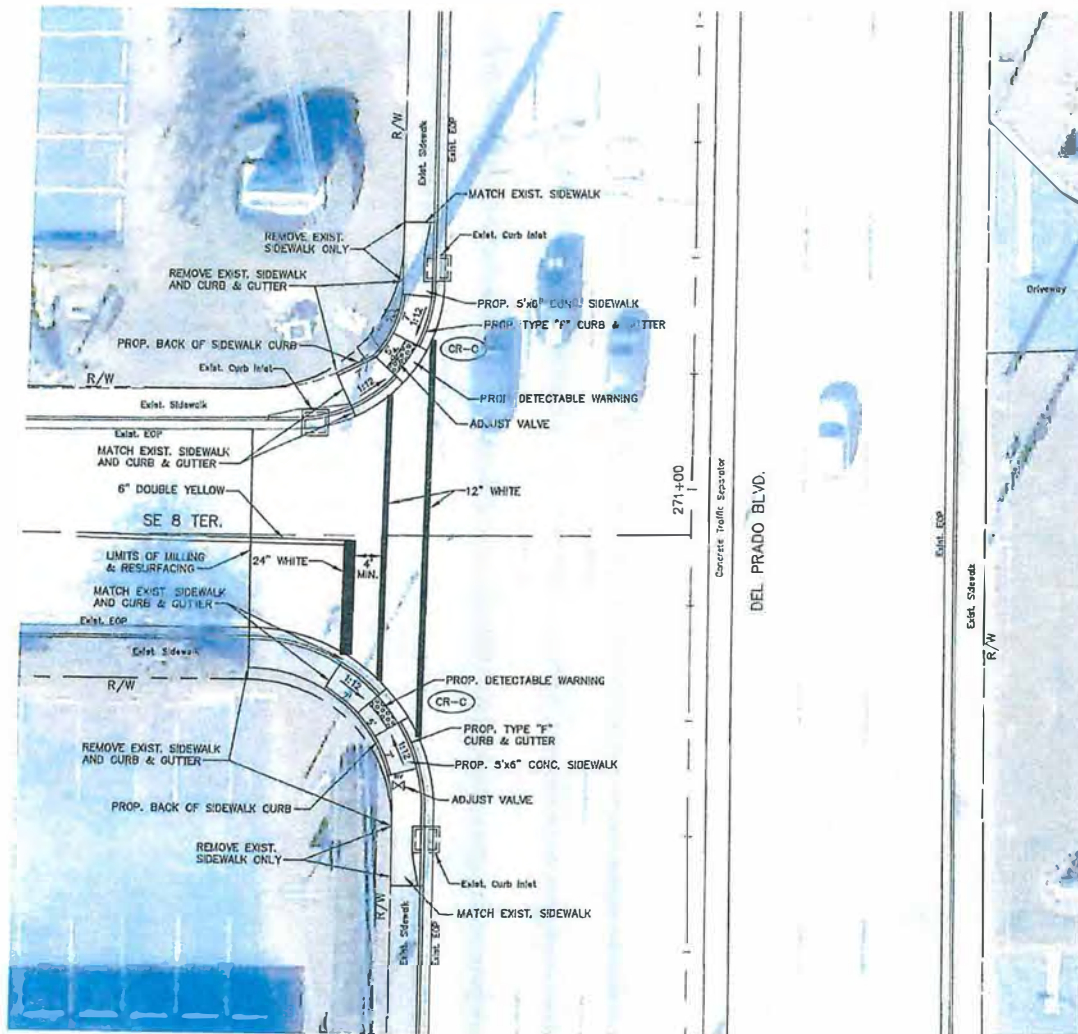
SHEET
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of
18
SHEETS



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NO.	DATE	BY																											
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DRAWN: LLC DATE: 7/19																													
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PROFESSIONAL ENGINEER																													
FLORIDA P.E. NO.																													
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FILE:	

APPROVED BY:	PROFESSIONAL ENGINEER
FLORIDA PE NO.	
DATE:	

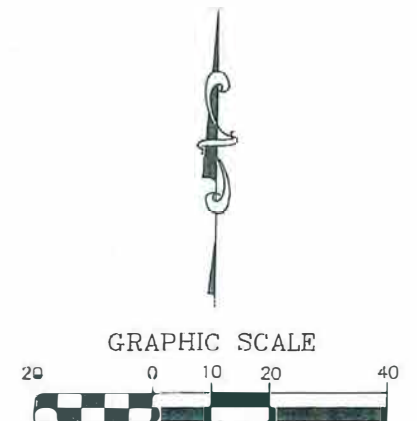
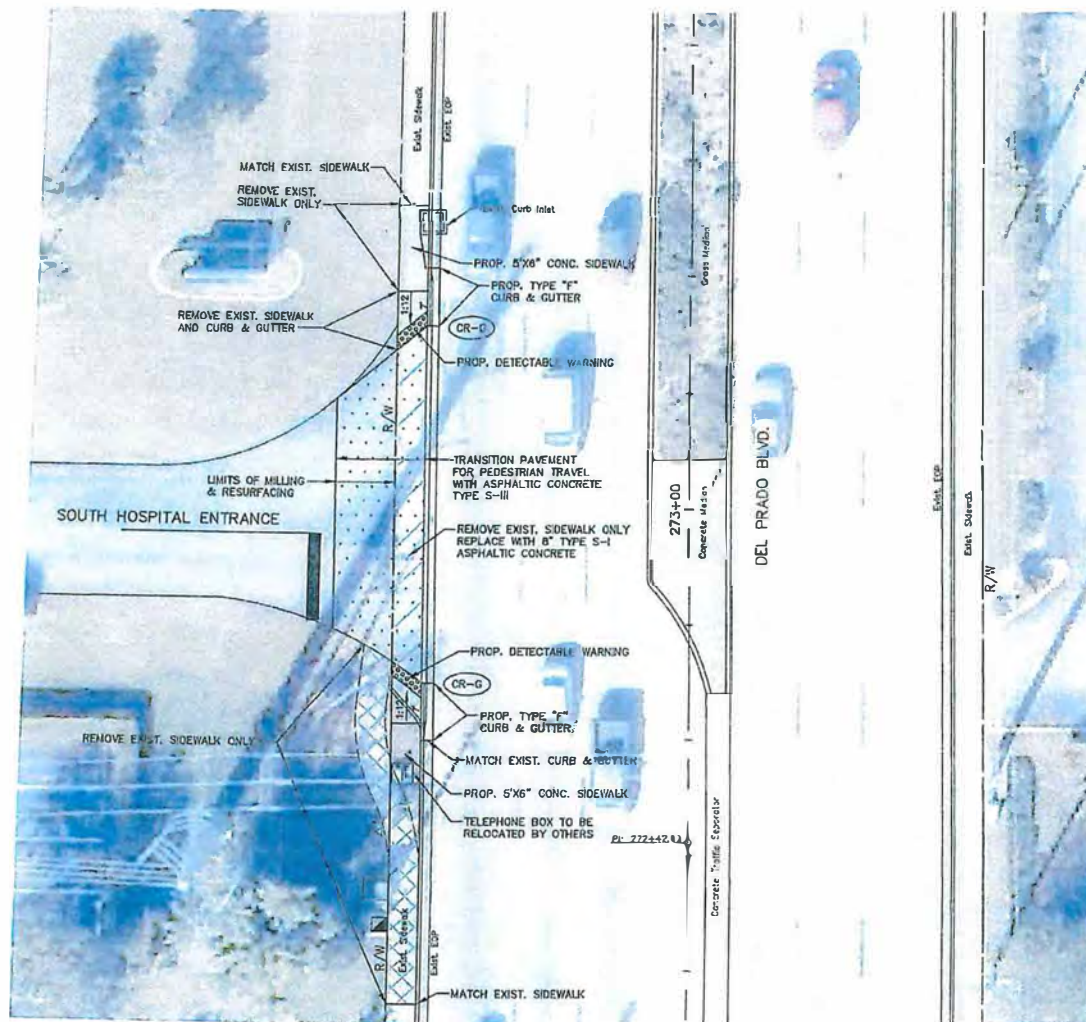

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Lee County
Southwest Florida
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DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY

PEDESTRIAN RAMP RECONSTRUCTION PLAN - SE 8 TERRACE

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- LEGEND
- NEW PAVEMENT
 - TYPE S-III
 - ASPHALTIC CONCRETE

NO.	DATE	BY	REVISIONS - DESCRIPTION

DESIGNED BY: PHASE 4893
 DRAWN BY: DATE: 7/18
 CHECKED: SCALE: 1"=20'
 FILE: 180152002.DWG

APPROVED BY: _____
 PROFESSIONAL ENGINEER
 FLORIDA P.E. NO. _____
 DATE: _____

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Lee County
Southwest Florida

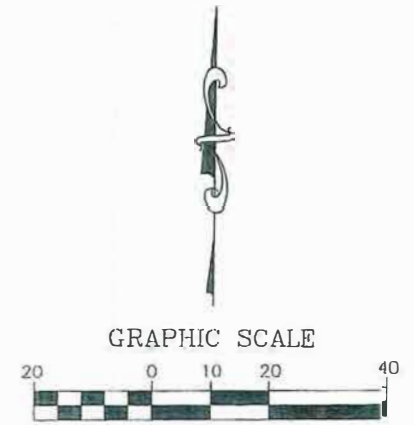
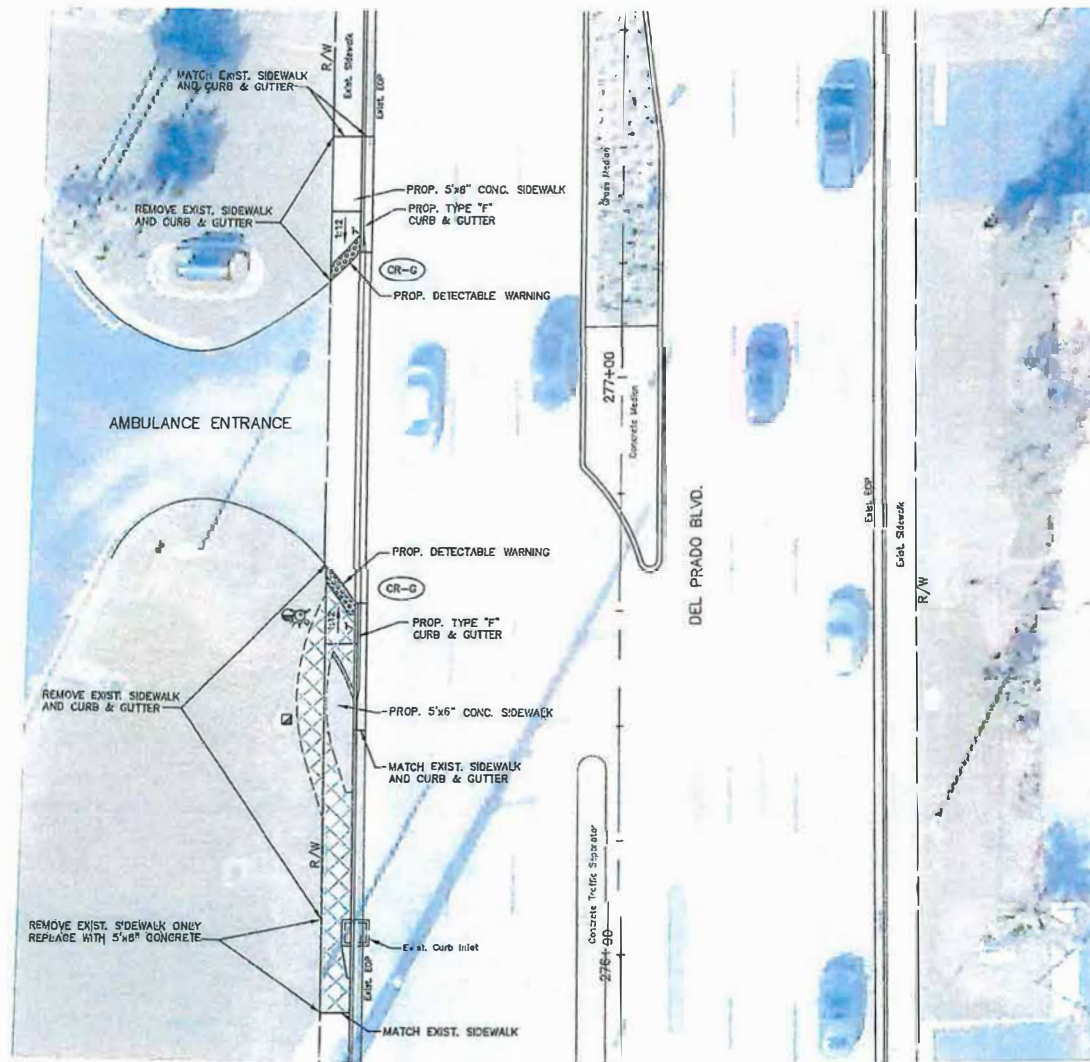
1500 MONROE STREET, FORT MYERS, FL 33901
 239-533-0900 www.lee.gov.com/dot

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY

PEDESTRIAN RAMP RECONSTRUCTION PLAN - S. HOSPITAL ENTRANCE

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18
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NO.	DATE	BY	REVISIONS	DESCRIPTION

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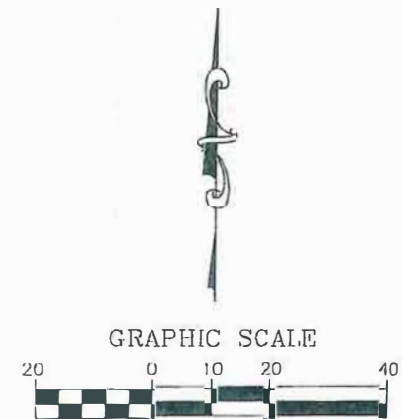
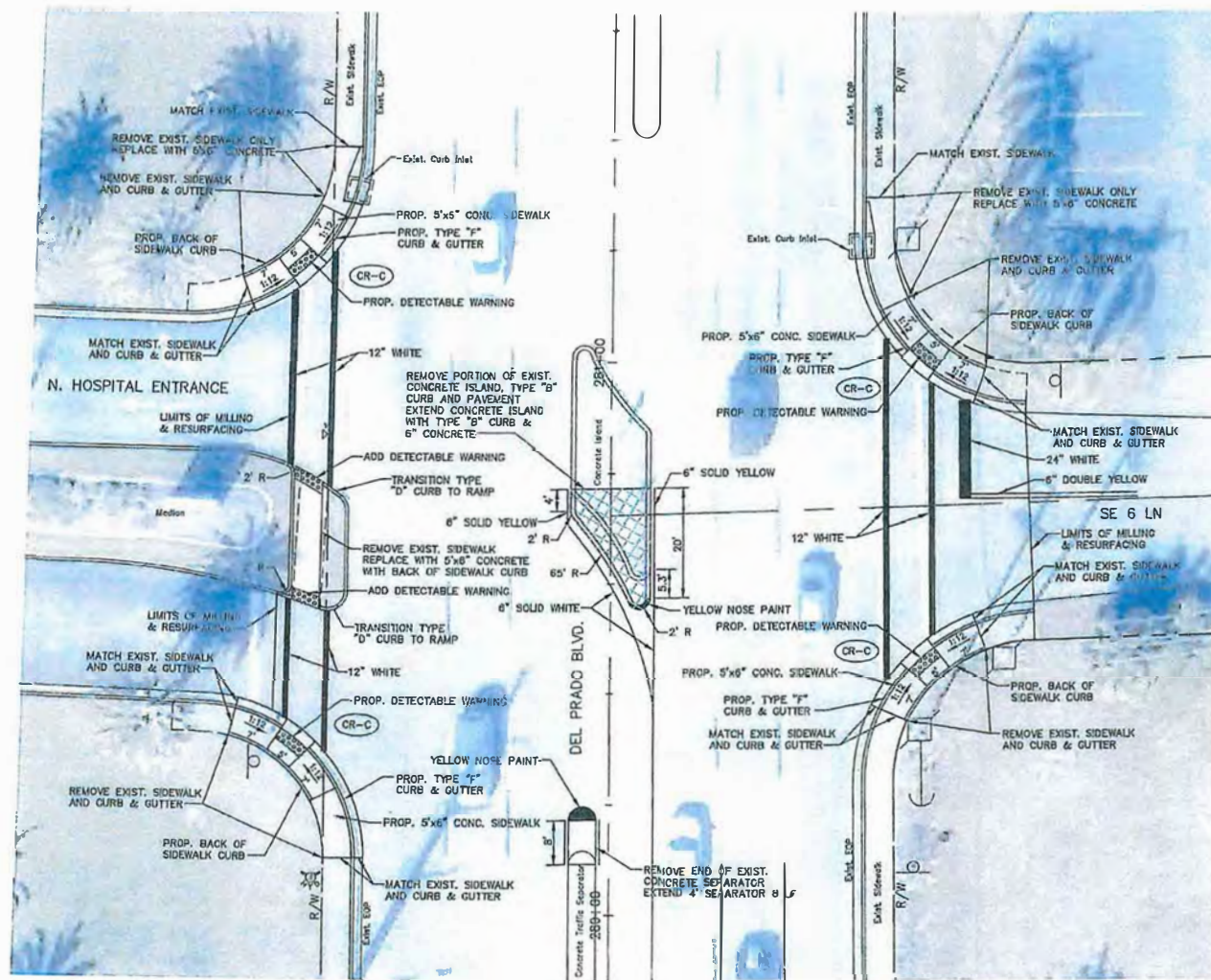
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 PROFESSIONAL ENGINEER
 FLORIDA P.E. NO. _____
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Southwest Florida
 1500 AIRPORT STREET FORT MYERS, FL 33901
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DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
PEDESTRIAN RAMP RECONSTRUCTION PLAN - AMBULANCE ENTRANCE

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 18
 SHEETS

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DESIGNED BY: LLC PROJ: 4823

DRAWN BY: LLC DATE: 7/8

CHECKED: SCALE: 1"=50'

FILE: 180152004.DWG

APPROVED BY: _____

PROFESSIONAL ENGINEER

FLORIDA PE NO. _____

DATE: _____

Department of Transportation
Lee County
Southwest Florida

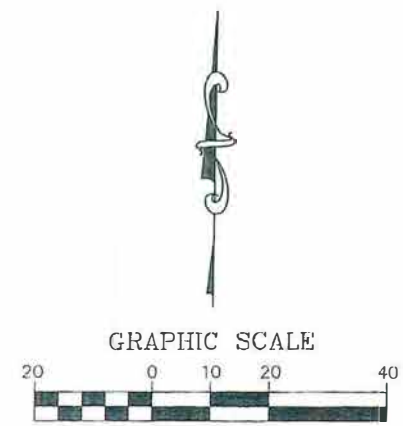
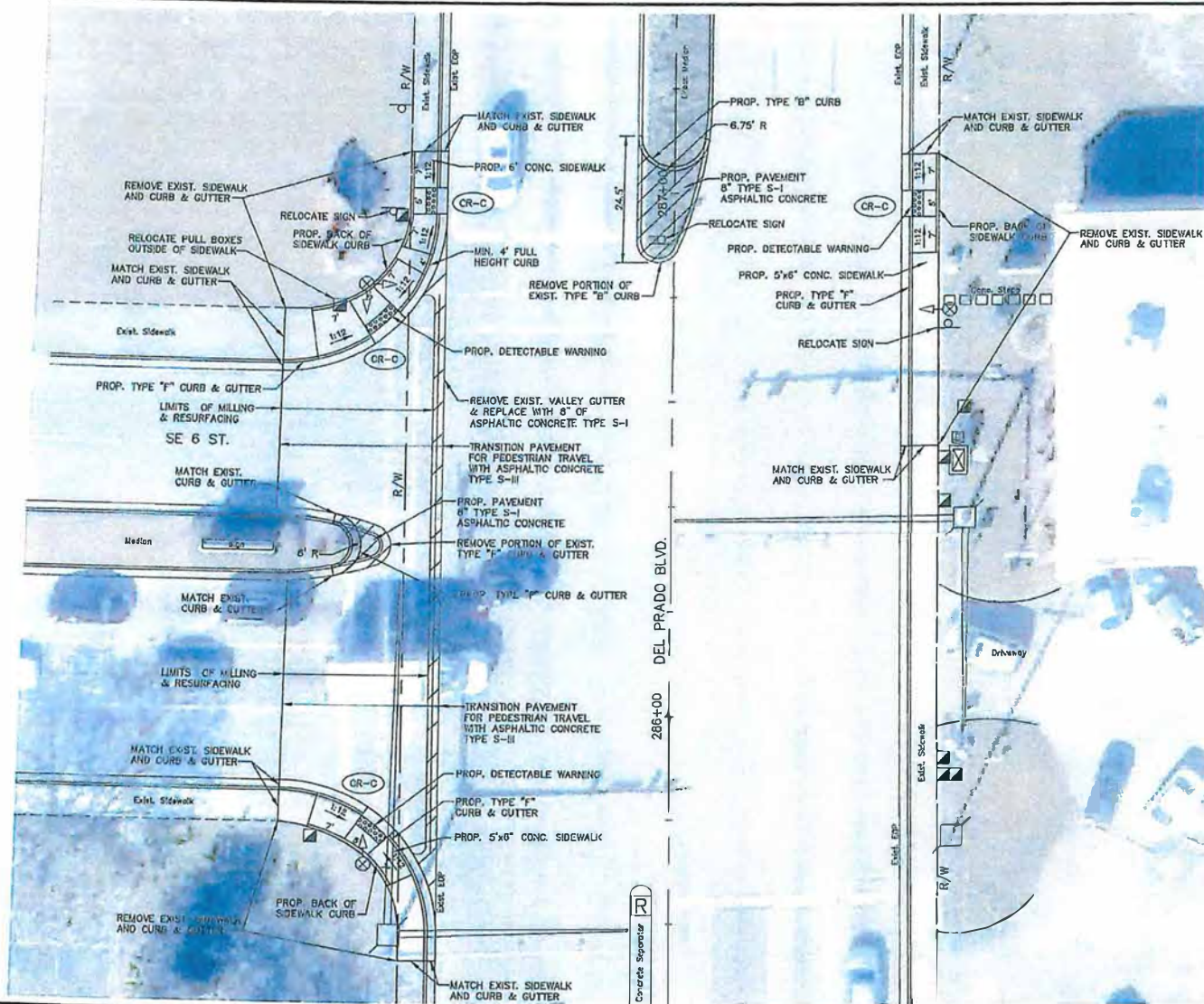
1500 MOHRE STREET FORT MYERS, FL 33901
239-533-8800 www.lee.gov

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY

PEDESTRIAN RAMP RECONSTRUCTION PLAN - N. HOSPITAL ENTRANCE

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18
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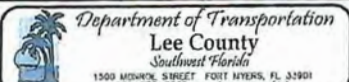
- LEGEND**
- NEW PAVEMENT
 - TYPE S-II ASPHALTIC CONCRETE
- FOR SIGNING & MARKING
PLAN SEE SHEET 15

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APPROVED BY: PROFESSIONAL ENGINEER FLORIDA PE NO. _____ DATE _____	 Department of Transportation Lee County Southwest Florida 1500 HADWICK STREET, FORT MYERS, FL 33901 239-531-8363 www.lee.gov																				
DEL PRADO BOULEVARD RESURFACING VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY PEDESTRIAN RAMP RECONSTRUCTION PLAN - SE 6 STREET	SHEET 9 of 18 SHEETS																				

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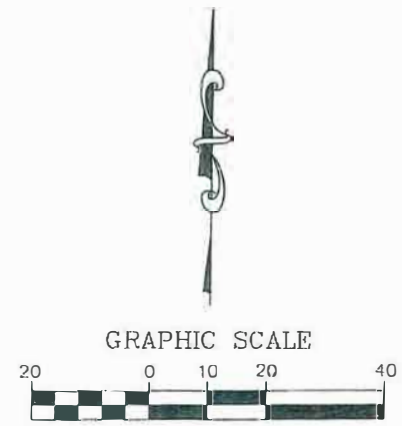
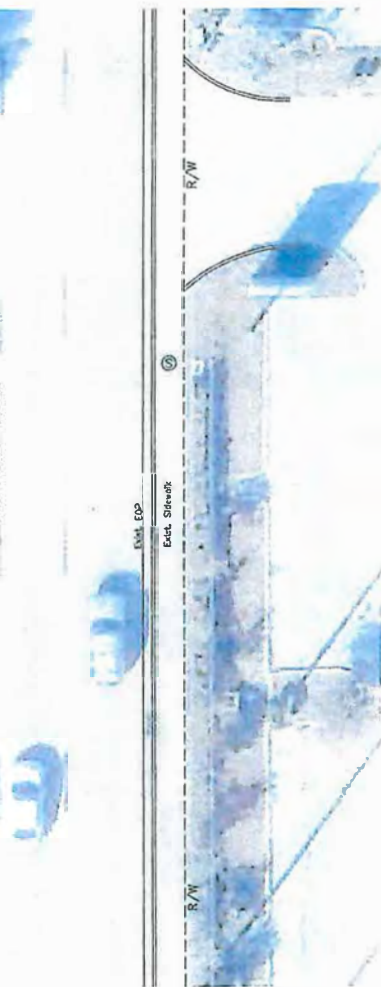
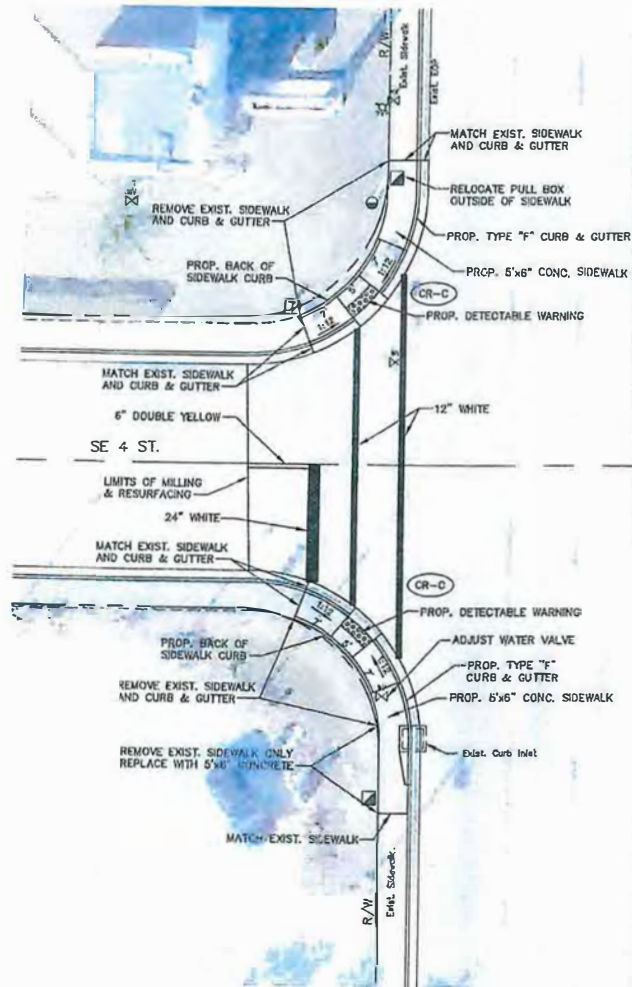
APPROVED BY:
PROFESSIONAL ENGINEER
FLORIDA PE NO. _____
DATE: _____



**DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY**

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NO.	DATE	BY	REVISIONS - DESCRIPTION

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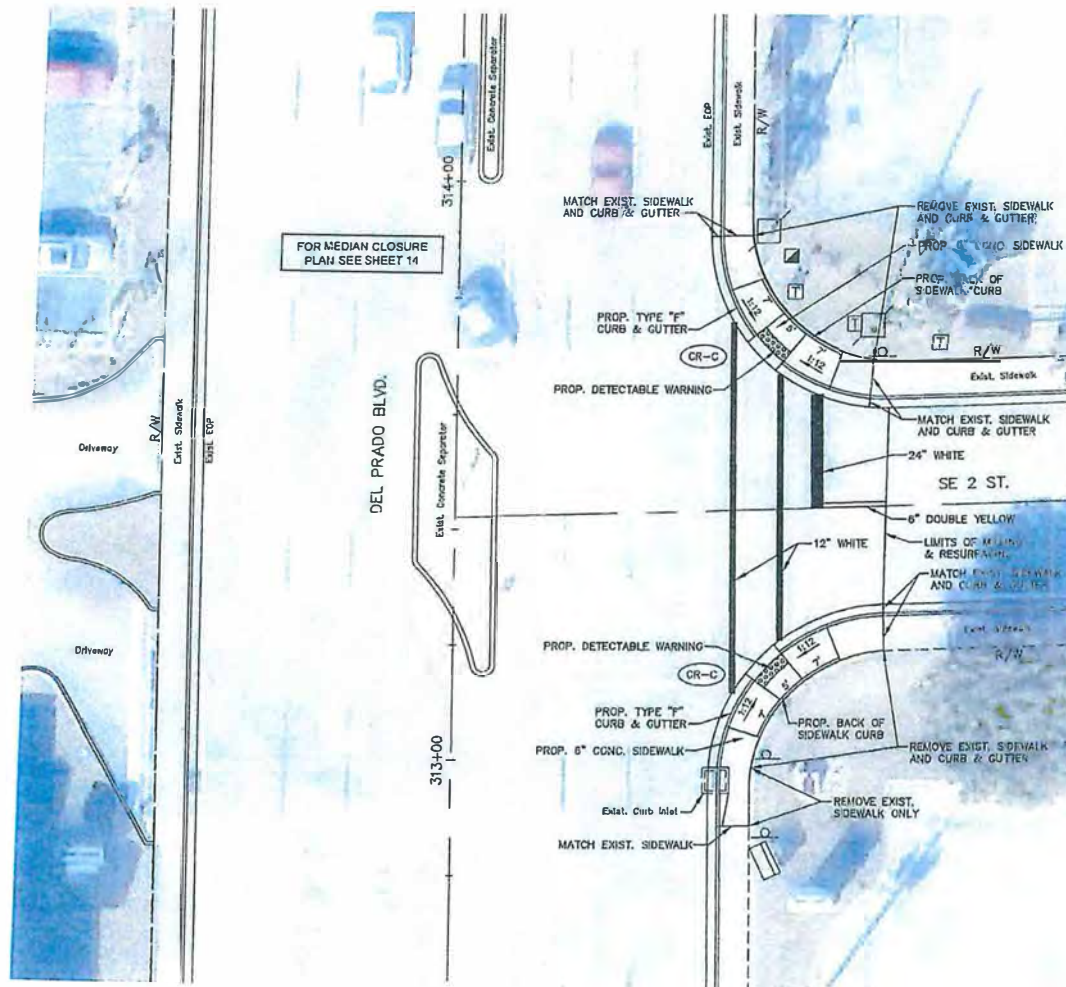
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PROFESSIONAL ENGINEER	
FLORIDA P.E. NO.	
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Southwest Florida
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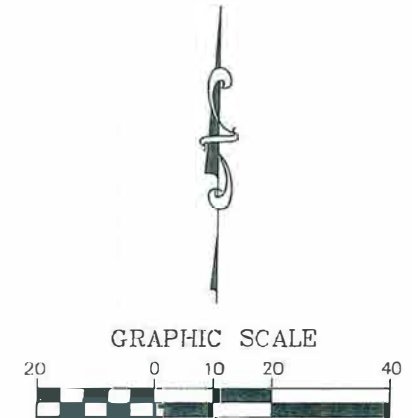
DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
PEDESTRIAN RAMP RECONSTRUCTION PLAN - SE 4 STREET

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FOR MEDIAN CLOSURE
PLAN SEE SHEET 14



NO.	DATE	BY	REVISIONS - DESCRIPTION

DRAWN BY: **PROJ. 448**
 DATE: 7/8
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APPROVED BY:
 PROFESSIONAL ENGINEER
 FLORIDA P.E. NO. _____
 DATE: _____

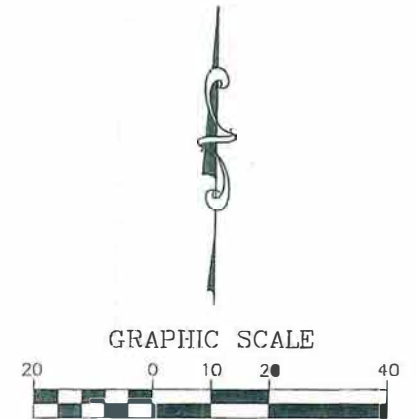
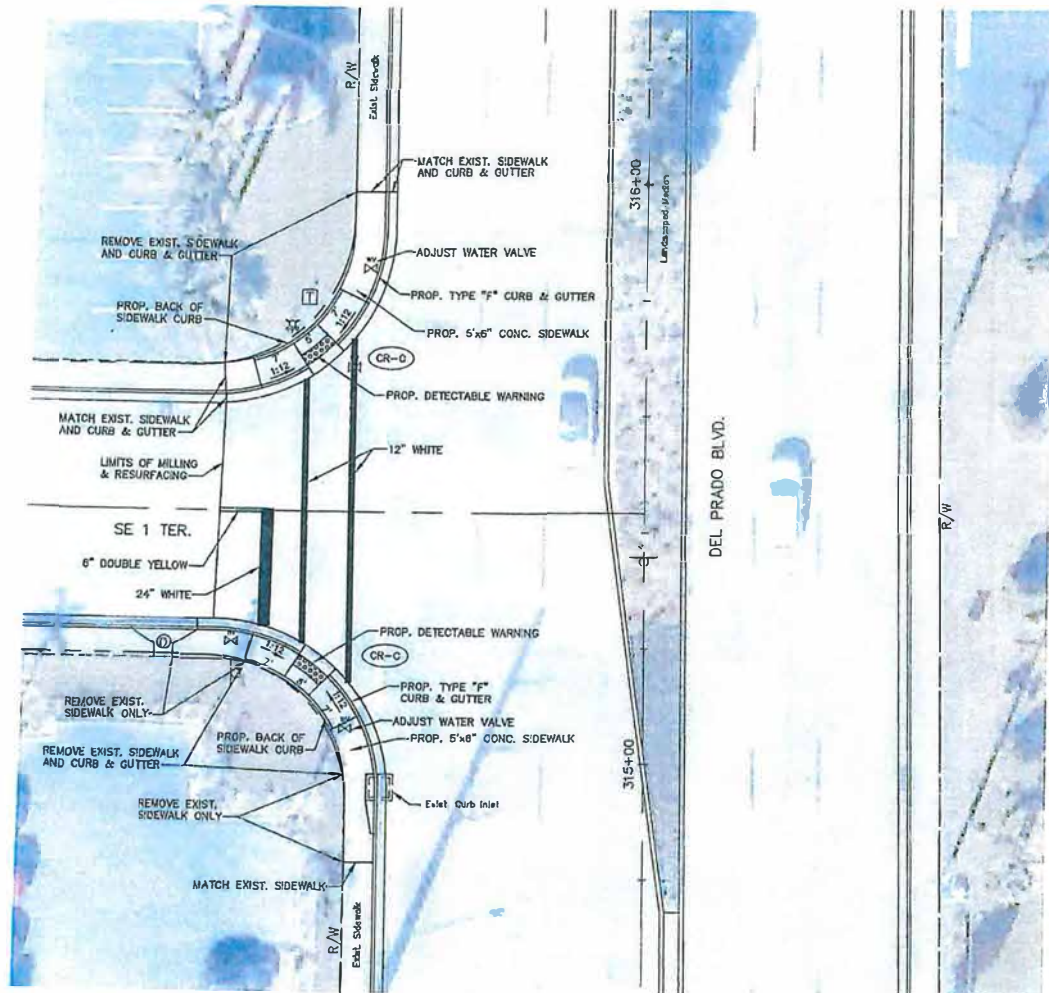
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Lee County
 Southwest Florida

1500 MIDWATER STREET FORT MYERS, FL 33901
 239-333-8800 www.fdot.com/fla01

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
PEDESTRIAN RAMP RECONSTRUCTION PLAN - SE 2 STREET

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NO.	DATE	BY	REVISIONS - DESCRIPTION

DESIGNED: LLC	PROJ: 1802
DRAWN: LLC	DATE: 7/19
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APPROVED BY:	
PROFESSIONAL ENGINEER	
FLORIDA PE NO.	
DATE:	

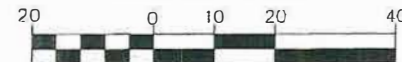
 **Department of Transportation**
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Southwest Florida
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239-533-5700 www.lee.gov.com/dot

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
PEDESTRIAN RAMP RECONSTRUCTION PLAN - SE 1 TERRACE

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SHEETS



GRAPHIC SCALE



LEGEND
REMOVE PAVEMENT
& CONCRETE

FOR PEDESTRIAN RAMP
MODIFICATION PLAN
SEE SHEET 13

SE 1 TER.

DEL PRADO BLVD.

MATCH EXIST.
CONC. ISLAND

REMOVE PORTION OF
EXIST. CONCRETE ISLAND

PROP. TYPE "B" CURB

FILL & SOI
(INCIDENTAL TO THE PROJECT)

REMOVE EXIST.
PAVEMENT & BASE MATERIAL

6" SOLID YELLOW

MATCH EXIST. CURB

Landscaped Median

313+00

Exist. Concrete Island

314+00

315+00

MATCH EXIST.
CONC. ISLAND

SOI MEDIAN

6" SOLID YELLOW

REMOVE EXIST.
CONC. SEPARATOR

MATCH EXIST. CURB

REMOVE EXIST. "B" CURB

SE 2 ST.

FOR PEDESTRIAN RAMP
MODIFICATION PLAN
SEE SHEET 12



REMOVE EXIST. R3-2

NO.	DATE	BY	REVISIONS - DESCRIPTION

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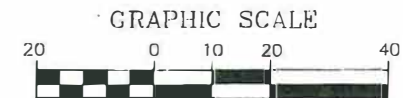
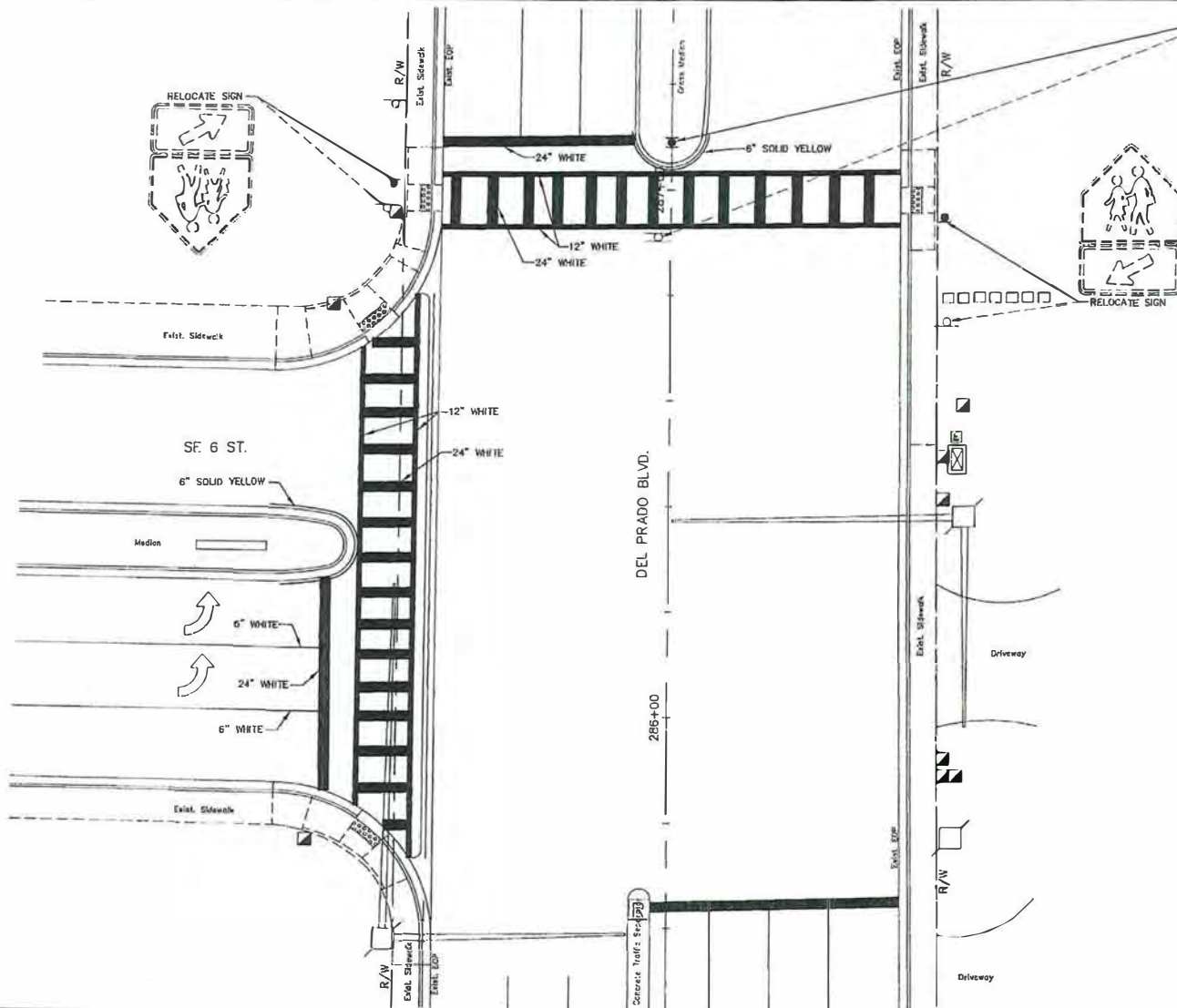
APPROVED BY:
PROFESSIONAL ENGINEER
FLORIDA PE NO. _____
DATE: _____

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Lee County
Southwest Florida
1500 MONROE STREET FORT MYERS, FL 33901
239-513-8800 www.lee.gov/cdot

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
DEL PRADO BOULEVARD & SE 2 STREET MEDIAN CLOSURE

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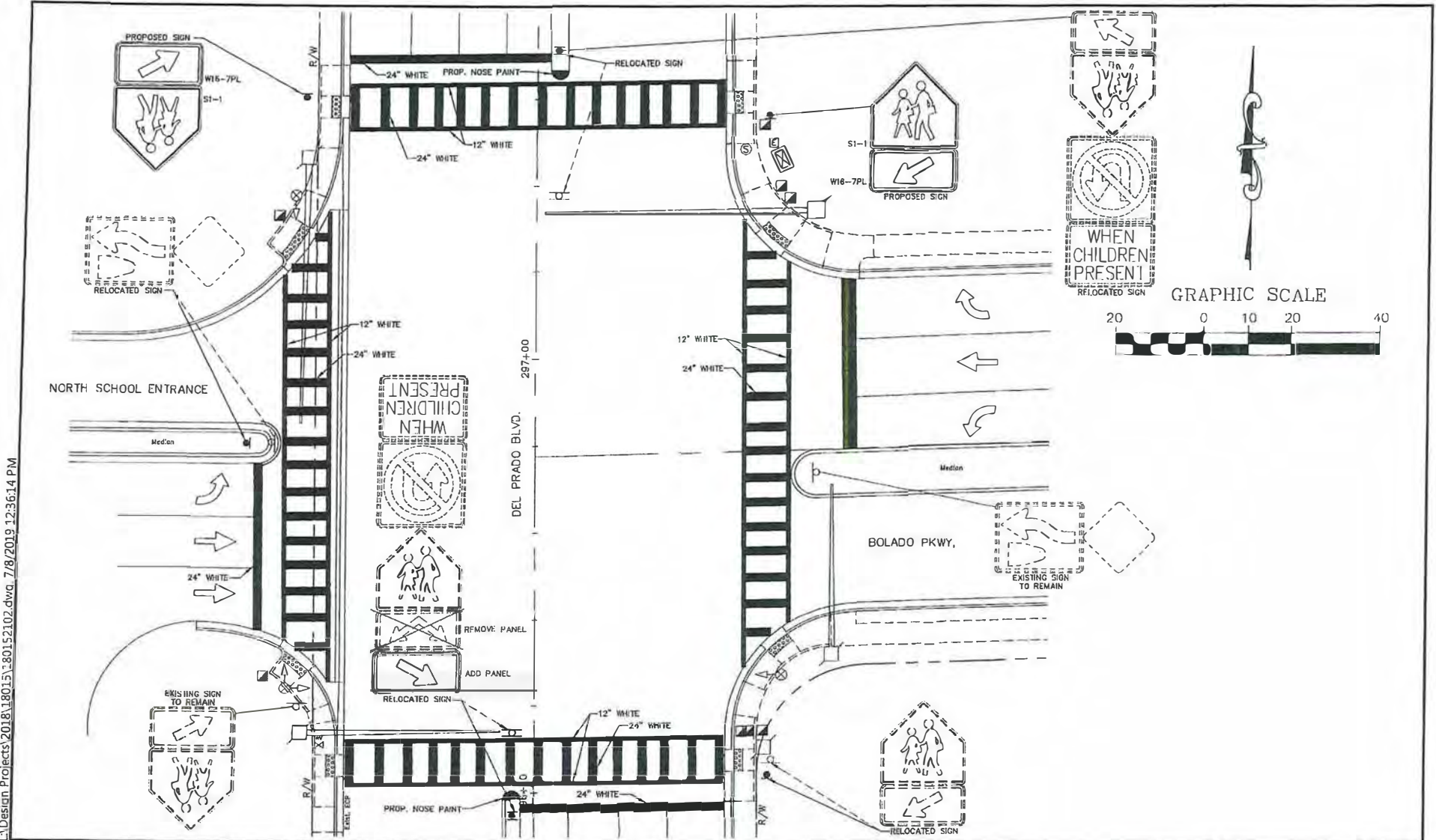
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FLORIDA PE NO.	
DATE:	

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Southwest Florida
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DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
SIGNING & MARKING PLAN - SE 6 STREET

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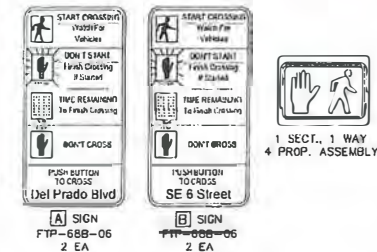
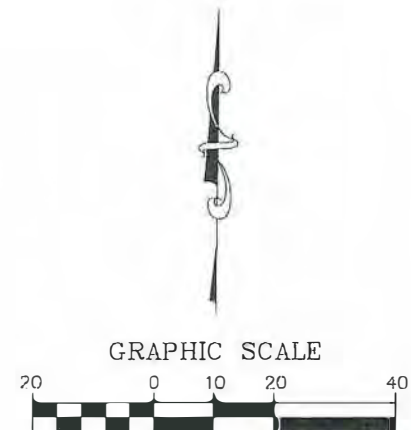
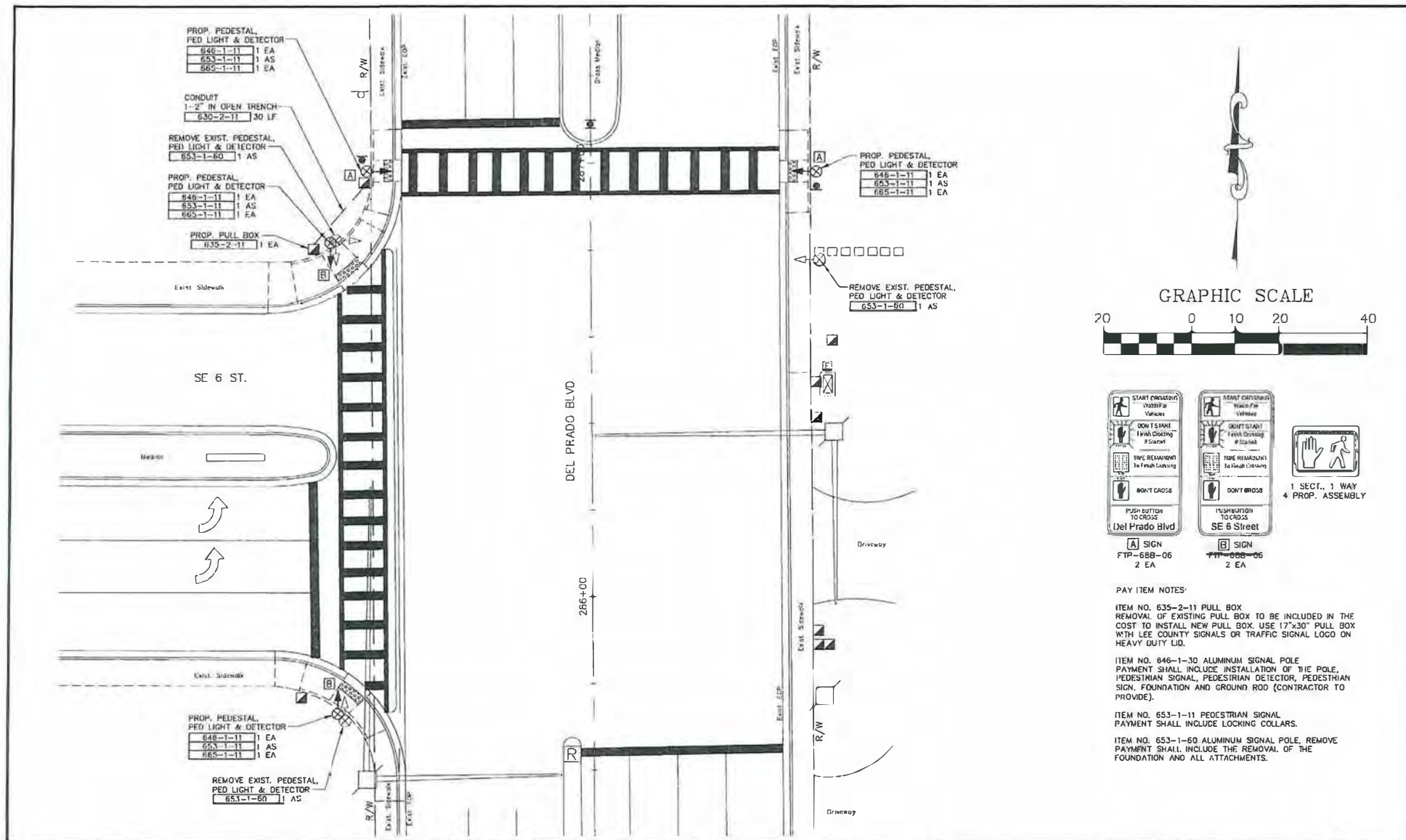
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NO.	DATE	BY	REVISIONS - DESCRIPTION																												
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FILE: 180152102.dwg																															
APPROVED BY:	DATE:																														
PROFESSIONAL ENGINEER																															
FLORIDA P.E. NO.																															

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY
 SIGNING & MARKING PLAN - N SCHOOL ENTRANCE/BOLADO PARKWAY

SHEET 16 of 18 SHEETS



PAY ITEM NOTES:

- ITEM NO. 635-2-11 PULL BOX
REMOVAL OF EXISTING PULL BOX TO BE INCLUDED IN THE COST TO INSTALL NEW PULL BOX. USE 17"x30" PULL BOX WITH LEE COUNTY SIGNALS OR TRAFFIC SIGNAL LOGO ON HEAVY DUTY LID.
- ITEM NO. 846-1-10 ALUMINUM SIGNAL POLE
PAYMENT SHALL INCLUDE INSTALLATION OF THE POLE, PEDESTRIAN SIGNAL, PEDESTRIAN DETECTOR, PEDESTRIAN SIGN, FOUNDATION AND GROUND ROD (CONTRACTOR TO PROVIDE).
- ITEM NO. 653-1-11 PEDESTRIAN SIGNAL
PAYMENT SHALL INCLUDE LOCKING COLLARS.
- ITEM NO. 653-1-60 ALUMINUM SIGNAL POLE, REMOVE
PAYMENT SHALL INCLUDE THE REMOVAL OF THE FOUNDATION AND ALL ATTACHMENTS.

NO.	DATE	BY	REVISIONS - DESCRIPTION

DESIGNED: LLC PROJ: 4403

DRAWN: LLC DATE: 7/19

CHECKED: SCALE: 1"=20'

FILE: 1801-02301.DWG

APPROVED BY: _____

PROFESSIONAL ENGINEER

FLORIDA PE NO. _____

DATE: _____

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Lee County
Southwest Florida

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239-533-8900 www.leeonline.com/got

DEL PRADO BOULEVARD RESURFACING
VISCAYA PARKWAY TO HANCOCK BRIDGE PARKWAY

SIGNAL MODIFICATION PLAN - SE 6 STREET

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17
of
18
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LEE COUNTY BOARD OF COUNTY COMMISSIONERS

PUBLIC WORKS ADMINISTRATION - DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED

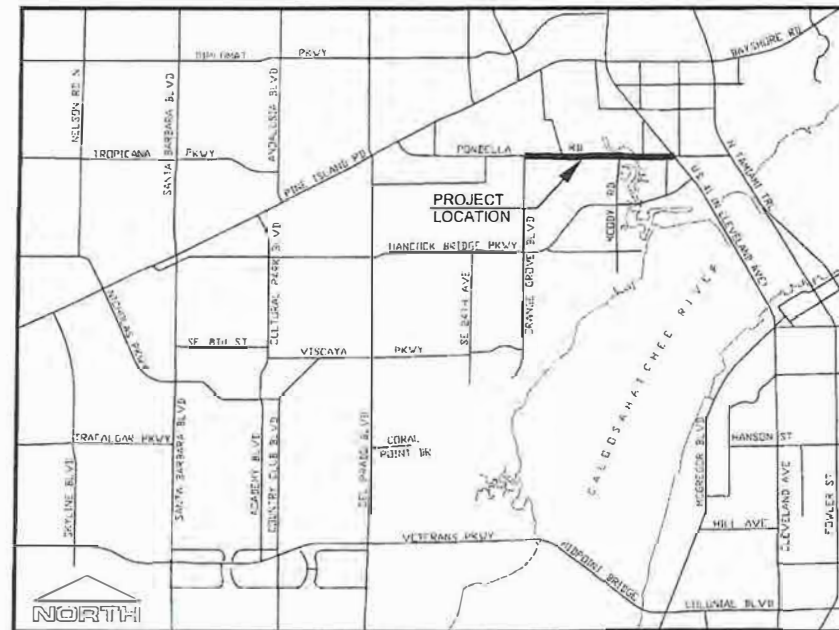
PONDELLA ROAD RESURFACING ORANGE GROVE BOULEVARD TO MOODY ROAD

PEDESTRIAN RAMP RECONSTRUCTION PLANS SIGNAL MODIFICATION PLANS

PROJECT NO. 4683

INDEX OF ROADWAY PLANS

- 1) COVER SHEET
- 2) SUMMARY OF PAY ITEMS
- 3-5) PEDESTRIAN RAMP RECONSTRUCTION PLANS
- 6-8) SIGNAL MODIFICATION PLAN - SE 6 STREET



LOCATION MAP

LEE COUNTY, FLORIDA
PROJECT MANAGER: DIRK DANLEY

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN REDUCED IN SIZE DURING REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

GOVERNING STANDARDS AND SPECIFICATIONS
FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS - FY 2018-19 AND REVISED INDEX DRAWINGS AS APPENDED HEREIN, AND 2019 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AS AMENDED BY CONTRACT DOCUMENTS.

FOR STANDARD PLANS GO TO THE FOLLOWING WEBSITE:
<https://www.fdot.gov/design/>

FOR THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CLICK ON THE "STANDARD SPECIFICATIONS" LINK AT THE FOLLOWING WEBSITE:
<https://www.fdot.gov/programmanagement/>

THIS IS TO CERTIFY THAT THESE PLANS AND THE ASSOCIATED CONSTRUCTION PROJECT ARE IN SUBSTANTIAL COMPLIANCE WITH THE LEE COUNTY LAND DEVELOPMENT CODE WITH THE EXCEPTION OF THE FOLLOWING DEVIATIONS WHICH HAVE BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS:

LIST OF DEVIATIONS

ROADWAY PLANS
DRAWING OF RECORD

DEVELOPMENT ORDER APPROVED:
LEE COUNTY PUBLIC WORKS ADMINISTRATION

DOUGLAS L. MEHLER, P.E.
ASSISTANT COUNTY MANAGER, PUBLIC WORKS

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ADA CONSTRUCTION ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
110-1-1	Clearing & Grubbing	AC	1
110-4-10	Removal of Existing Concrete	SY	493
425-6	Adjust Valve Box	EA	1
520-1-10	Type "F" Curb & Gutter	LF	728
522-2	Concrete Sidewalk, 6"	SY	370
527-2	Detectable Warning, Inset	SY	207
570-1-1	Sod, Bahia	SY	883
	Night Work MOT/MOB	%	

SIGNING & MARKING ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
700-1-50	Relocate Sign, Single Post	EA	2
710-11-123	12" Solid Traffic Stripe, Paint	LF	1448
710-11-125	24" Solid Traffic Stripe, Paint	LF	1076
711-11-123	12" Solid Traffic Stripe, Thermoplastic	LF	1448
711-11-125	24" Solid Traffic Stripe, Thermoplastic	LF	1076

SIGNAL ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
630-2-11	Conduit, Furnish & Install, Open Trench	LF	360
632-7-1	Signal Cable, Furnish & Install	PI	3
635-2-11	Pull/splice Box, Furnish & Install, 17"x30" Cover Size	EA	3
646-1-11	Aluminum Signal Pole, Pedestal	EA	18
653-1-11	Pedestrian Signal, Furnish & Install, LED Countdown, 1 Way	AS	20
653-1-60	Pedestrian Signal, Remove	AS	17
665-1-11	Pedestrian Detector, Furnish & Install, Standard	EA	20
665-1-60	Pedestrian Detector, Remove	EA	19

ADDITIONAL SERVICES/PURCHASES

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
646-1-60	REMOVE ALUMINUM POLE	EA	3

RESURFACING ITEMS

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY
101-1	Mobilization	LS	1
102-1	Maintenance of Traffic	LS	1
120-90	Linear Grading, Shoulder Restoration	LF	50
327-70-1	Milling Existing Asphalt Pavement, 1" Average Depth	SY	52000
331-3-000	Asphaltic Concrete Type S-III, Leveling Course	TN	250
331-3-100	Asphaltic Concrete Type S-III, 1" Thickness	TN	3160
425-5	Manhole, Adjust	EA	10
706-3	Retro-Reflective Pavement Markers	EA	557
710-11-101	Painted Pavement Markings, Standard, White, Solid, 6"	LF	9791
710-11-131	Painted Pavement Markings, Standard, White, Skip, 6"	LF	2270
710-11-201	Painted Pavement Markings, Standard, Yellow, Solid, 6"	LF	7705
710-11-231	Painted Pavement Markings, Standard, Yellow, Skip, 6"	LF	1043
711-11-123	Thermoplastic, Standard, White, Solid 12" for Crosswalk & Roundabout	LF	462
711-11-124	Thermoplastic, Standard, White, Solid, 18" for Diagonals & Chevrons	LF	39
711-11-125	Thermoplastic, Standard, White, Solid, 24" for Stop Line & Crosswalk	LF	327
711-3	Pavement Message Thermo	EA	6
711-4	Directional Arrow Thermo	EA	44

NO.	DATE	BY	REVISIONS - DESCRIPTION

DESIGNED: LLC PROJ: 4963
 DRAWN: LLC DATE: 10/16
 CHECKED: SCALE: N/A
 FILE: 190140201.dwg

APPROVED BY:
 PROFESSIONAL ENGINEER
 FLORIDA PE NO. _____
 DATE: _____



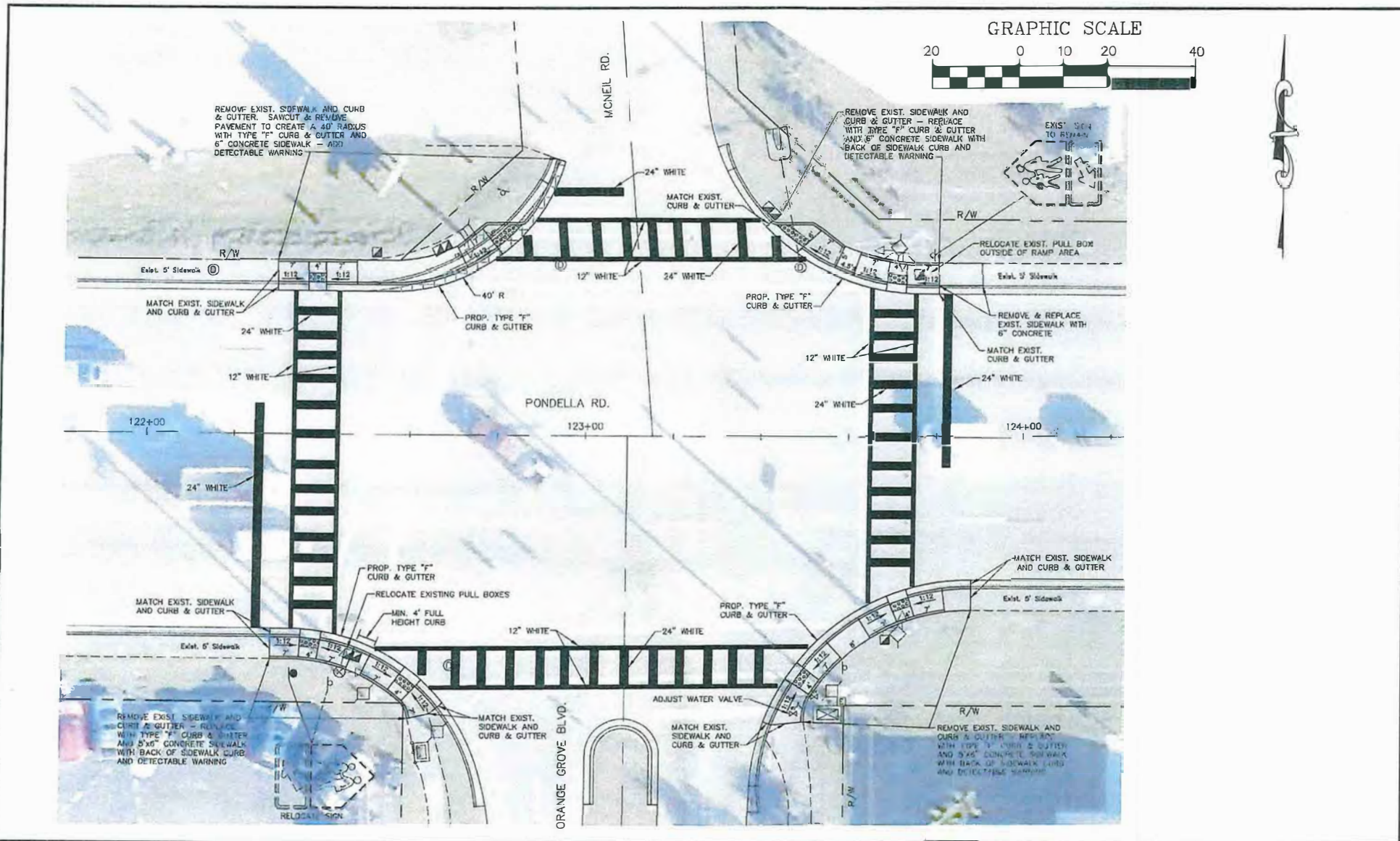
Department of Transportation
Lee County
Southwest Florida
 1500 MONROE STREET FORT MYERS, FL 33901
 239-533-8900 www.lee.gov/Get

**PONDELLA ROAD RESURFACING
 ORANGE GROVE BOULEVARD TO MOODY ROAD**

SUMMARY OF PAY ITEMS

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 2 of
 8
 SHEETS


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NO.	DATE	BY	REVISIONS - DESCRIPTION

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DRAWN: LLC DATE: 10/19
CHECKED: SCALE: 1"=20'
FILE: 190142001.DWG

APPROVED BY:
ROBERT KIMBALL PHELAN
PROFESSIONAL ENGINEER
FLORIDA PE NO. 60391
DATE: _____



Department of Transportation

Lee County

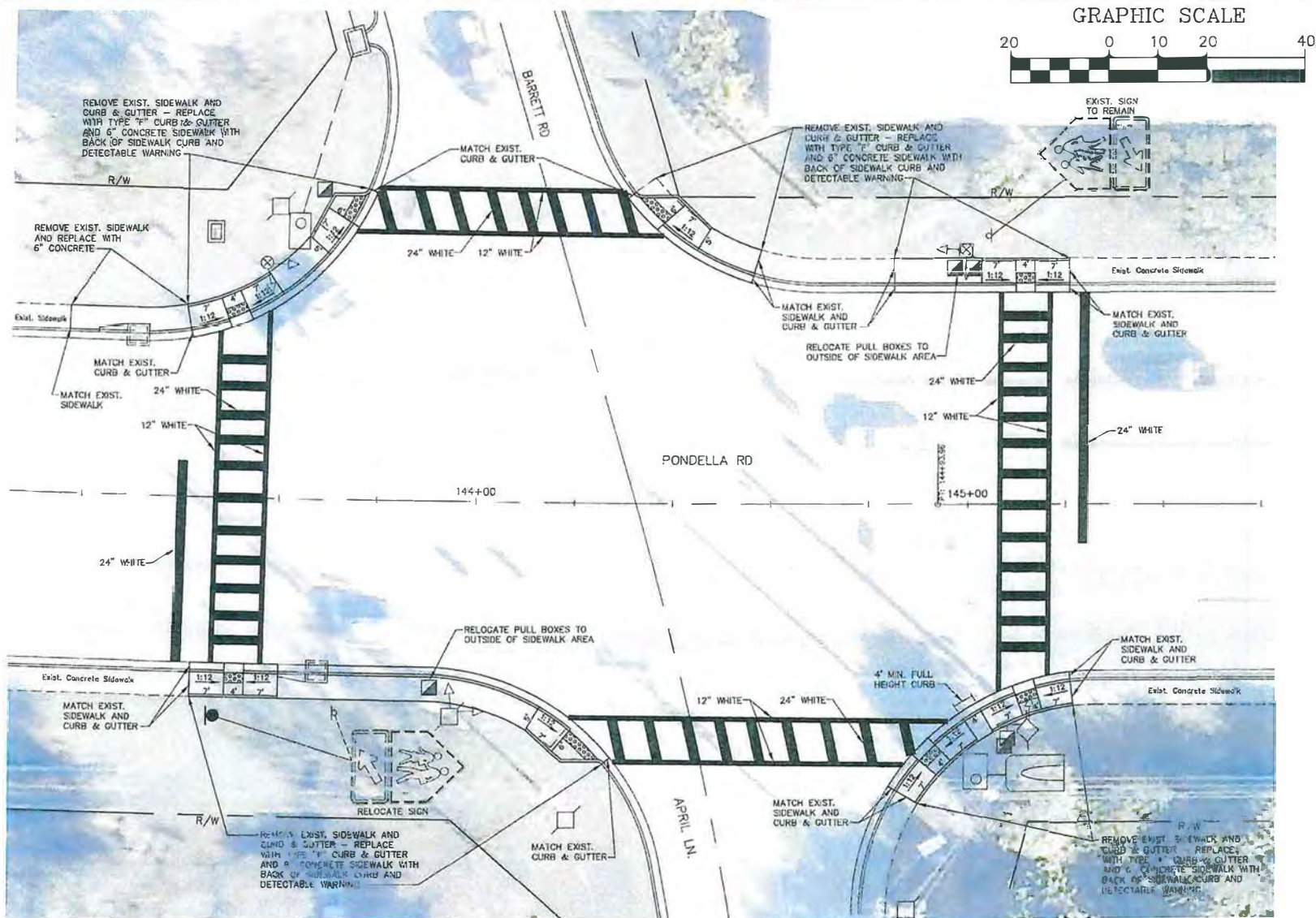
Southwest Florida

1500 MONROE STREET FORT MYERS, FL 33901
239-533-8000 www.lee.gov.com/dot

PONDELLA ROAD RESURFACING
ORANGE GROVE BOULEVARD TO MOODY ROAD
PEDESTRIAN RAMP RECONSTRUCTION - ORANGE GROVE BOULEVARD

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NO.	DATE	BY	REVISIONS - DESCRIPTION

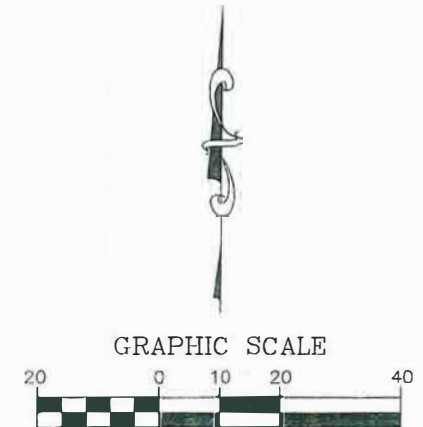
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 CHECKED: SCALE: 1"=30'
 FILE: 190142002.DWG

APPROVED BY:
 PROFESSIONAL ENGINEER
 FLORIDA PE NO. _____
 DATE: _____

Department of Transportation
Lee County
Southwest Florida
 1500 MONROE STREET FORT MYERS, FL 33901
 239-533-8800 www.lcsopt.com/dot

PONDELLA ROAD RESURFACING
ORANGE GROVE BOULEVARD TO MOODY ROAD
PEDESTRIAN RAMP RECONSTRUCTION PLAN - BARRETT RD./APRIL LN.

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 of
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DESIGNED: LLC	PROJ: 4883
DRAWN: LLC	DATE: 10/19
CHECKED:	SCALE: 1"=20'
FILE: 100142003.DWG	

APPROVED BY:
PROFESSIONAL ENGINEER
FLORIDA PE NO. _____
DATE: _____

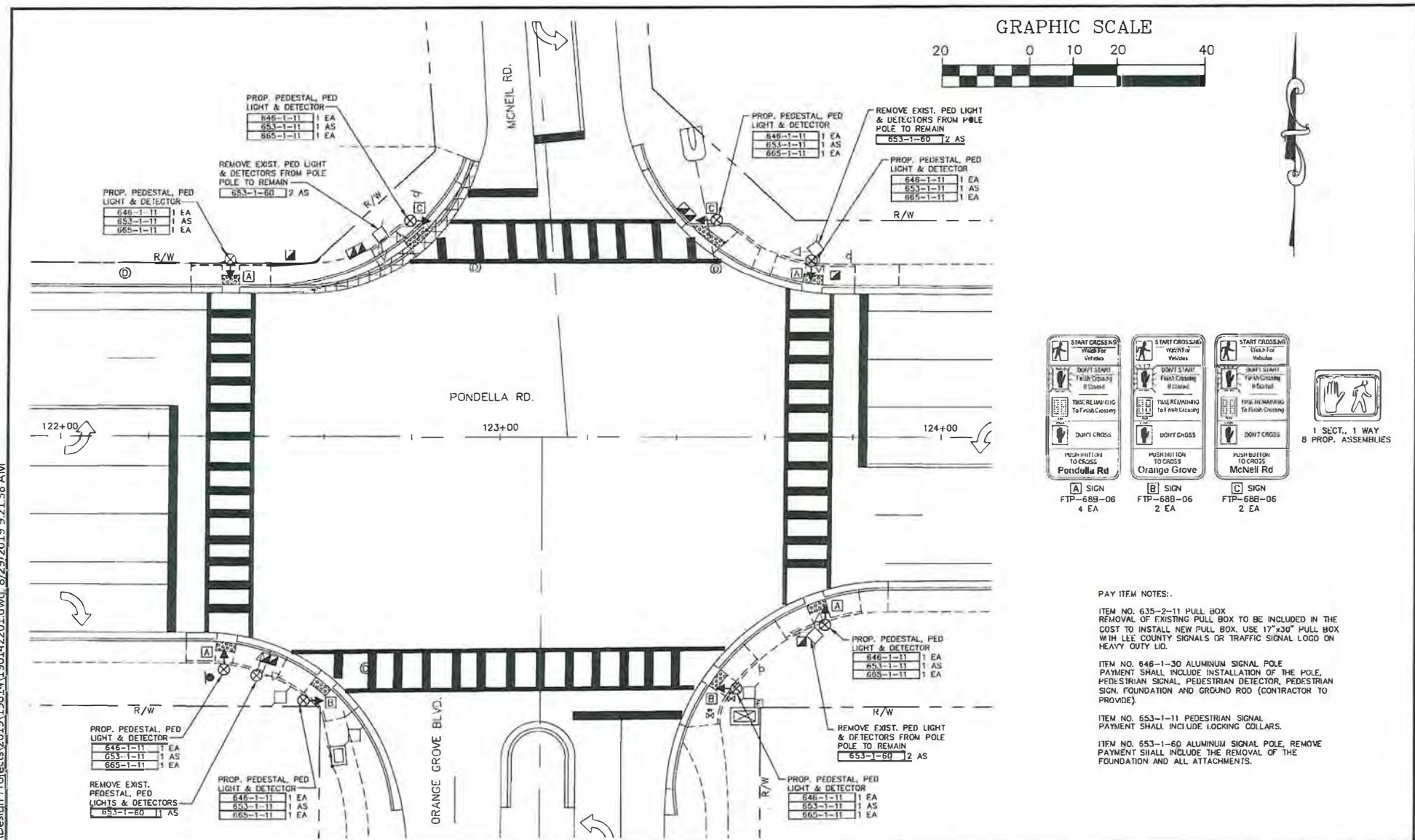


Department of Transportation
Lee County
Southwest Florida
1500 MONROE STREET FORT MYERS, FL 33901
239-533-8900 www.lee.gov/dot

PONDELLA ROAD RESURFACING
ORANGE GROVE BOULEVARD TO MOODY ROAD

PEDESTRIAN RAMP RECONSTRUCTION PLAN - MOODY ROAD

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of
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SHEETS

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DESIGNED: LLC PROJ: 4483
DRAWN: LLC DATE: 10/10
CHECKED: SCALE: 1"=20'
FILE: 100142201.DWG

APPROVED BY:
PROFESSIONAL ENGINEER
FLORIDA PE NO. _____
DATE: _____



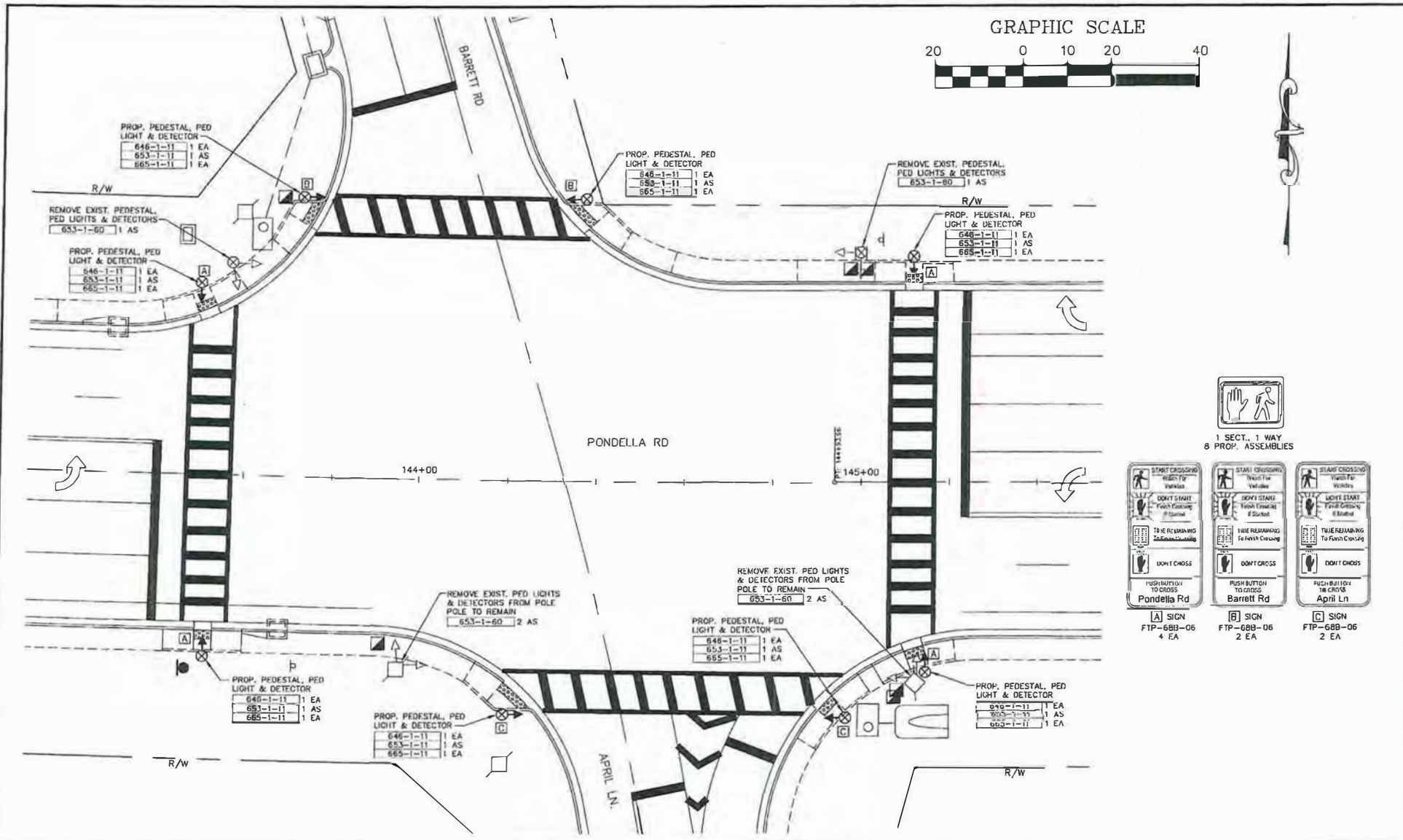
Department of Transportation
Lee County
Southwest Florida
1500 MONROE STREET FORT MYERS, FL 33901
239-533-8900 www.lee.gov.com/dot

**PONDELLA ROAD RESURFACING
ORANGE GROVE BOULEVARD TO MOODY ROAD**

SIGNAL MODIFICATION PLAN - ORANGE GROVE BOULEVARD

SHEET
6 of 8
SHEETS

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NO.	DATE	BY	REVISIONS - DESCRIPTION

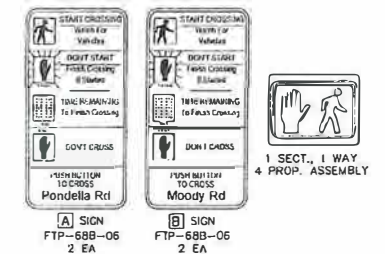
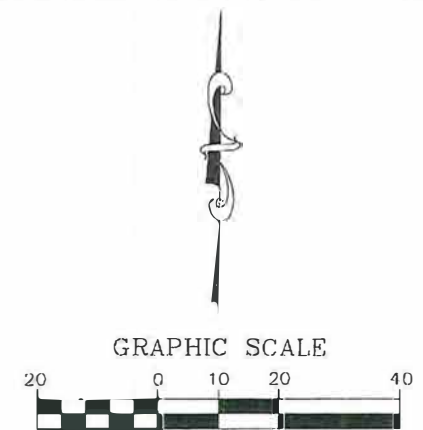
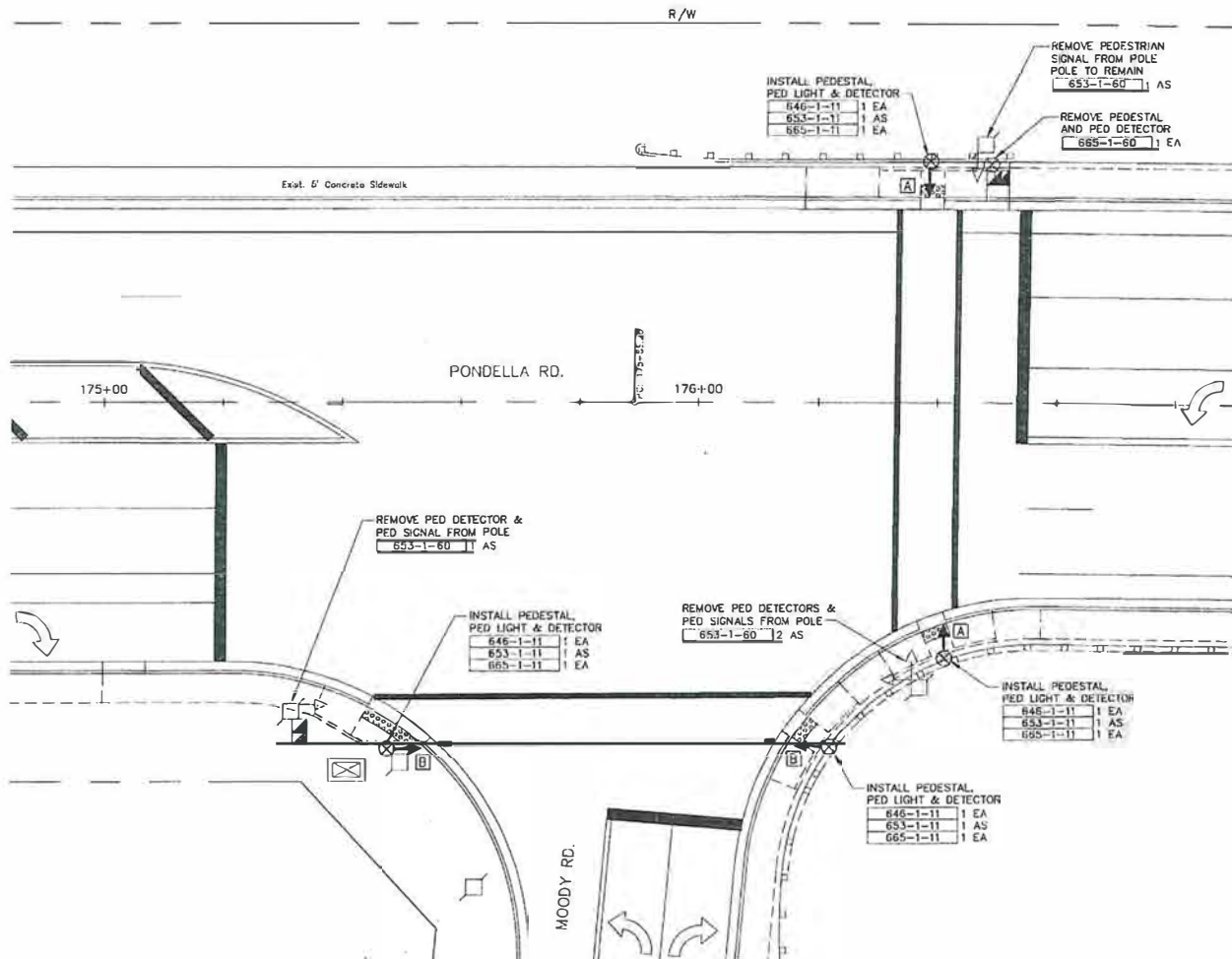
DESIGNED: LLD PROJ: 4883
 DRAWN: UIC DATE: 10/19
 CHECKED: SCALE: 1"=20'
 FILE: 190142202.dwg

APPROVED BY: _____
 PROFESSIONAL ENGINEER
 FLORIDA PE NO. _____
 DATE: _____

Department of Transportation
Lee County
Southwest Florida
 1500 MONROE STREET FORT MYERS, FL 33901
 239-533-8900 www.lee.gov/dot

PONDELLA ROAD RESURFACING
ORANGE GROVE BOULEVARD TO MOODY ROAD
SIGNAL MODIFICATION PLAN - BARRETT ROAD/APRIL LANE

SHEET
 7 of 8
 SHEETS



PAY ITEM NOTES:

ITEM NO. 635-2-11 PULL BOX
REMOVAL OF EXISTING PULL BOX TO BE INCLUDED IN THE COST TO INSTALL NEW PULL BOX. USE 17"x30" PULL BOX WITH LEE COUNTY SIGNALS OR TRAFFIC SIGNAL LOGO ON HEAVY DUTY LID.

ITEM NO. 646-1-30 ALUMINUM SIGNAL POLE
PAYMENT SHALL INCLUDE INSTALLATION OF THE POLE, PEDESTRIAN SIGNAL, PEDESTRIAN DETECTOR, PEDESTRIAN SIGN, FOUNDATION AND GROUND ROD (CONTRACTOR TO PROVIDE).

ITEM NO. 653-1-11 PEDESTRIAN SIGNAL
PAYMENT SHALL INCLUDE LOCKING COLLARS.

ITEM NO. 653-1-60 ALUMINUM SIGNAL POLE, REMOVE
PAYMENT SHALL INCLUDE THE REMOVAL OF THE FOUNDATION AND ALL ATTACHMENTS.

NO.	DATE	WF	REVISIONS - DESCRIPTION

DESIGNED: LLC
DRAWN: LLC
CHECKED: _____
FILE: 190142103.dwg

PROJ: 4483
DATE: 10/19
SCALE: 1"=20'

APPROVED BY: _____
PROFESSIONAL ENGINEER
FLORIDA PE NO. _____
DATE: _____



Department of Transportation
Lee County
Southwest Florida
1500 MONROE STREET FORT MYERS, FL 33901
239-533-8900 www.lee.gov/dot

PONDERELLA ROAD RESURFACING
ORANGE GROVE BOULEVARD TO MOODY ROAD
SIGNAL MODIFICATION PLAN - MOODY ROAD

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SHEETS

EXHIBIT C
BID FORM AND REQUIRED DOCUMENTS



Lee County Board of County Commissioners
DEPARTMENT OF PROCUREMENT MANAGEMENT

Invitation to Bid (B)
DOT Construction Only

 Solicitation No.: **B200007AEJ**
Solicitation
Name: Resurfacing of Del Prado Boulevard and Pondella Road 2020
Open
Date/Time: Monday, December 16, 2019 **Time:** 2:30 PM
Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Procurement
Contact: Ashley Jones **Title** Procurement Analyst
Phone: (239) 533-8858 **Email:** AJones@leegov.com
Requesting
Dept. Transportation
Pre-Bid Conference:
Type: NON-Mandatory
Date/Time: November 22, 2019 10:00 AM
Location: Procurement, 1500 Monroe St. 4th Floor, Fort Myers, FL 33901

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

Form 1 – Solicitation Response Form

V09.12/2016



LEE COUNTY PROCUREMENT MANAGEMENT SOLICITATION RESPONSE FORM

Date Submitted: 12/16/2019 Deadline Date: 12/16/2019

SOLICITATION IDENTIFICATION: B200007AEJ

SOLICITATION NAME: Resurfacing of Del Prado Boulevard and Pondella Road 2020

COMPANY NAME: Community Asphalt Corp.

NAME & TITLE: (TYPED OR PRINTED) Manuel Aguiar / Corporate Vice President

BUSINESS ADDRESS: (PHYSICAL) 16560 Mass Court Fort Myers, Florida 33912

CORPORATE OR MAILING ADDRESS:

☐ SAME AS PHYSICAL 9675 NW 117th Ave. Suite.108 ,Miami, FL 33178

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: Mike.Graf@ohlma.com

PHONE NUMBER: (239) 337-9486 FAX (305) 829-8772

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

By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the Solicitation Documents and of the following Addenda:

No. 1 Dated: 12/11/19 No. Dated: No. Dated:

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

Tax Payer Identification Number: 59-2023298

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

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

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

1 Collusion Statement: Lee County, Florida. The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this Solicitation as principal, and that this Solicitation is submitted without collusion with others; and that they have carefully read and examined the Specifications or Scope of Work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby Bid and agree to furnish this service according to the requirements set out in the Solicitation Documents, Specifications or Scope of Work for said service for the prices as listed on the County provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is Awarded.

2 Scrutinized Companies Certification:

Section 287.135, F.S, entitled "Prohibition against contracting with scrutinized companies" prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, F.S. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

Form#1 – Solicitation Form, Page 2

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

If this disclosure is applicable, the Bidder must request form "**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS**" (Required by 112.313(12)(b), F.S.) to be completed and returned with Solicitation Response. It is the Bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐

Business Relationship Applicable (request form)

☒

Business Relationship NOT Applicable

- 4 Disadvantaged Business Enterprise (DBE) Bidder/proposer? If yes, please attach a current certificate.

☐

Yes

☒

No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER, WITNESSED AND SEALED (AS APPLICABLE)

Community Asphalt Corp.

Company Name (Name printed or typed)

Manuel Aguiar

Authorized Representative Name (printed or typed)

Corporate Vice President

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

(Affix Corporate Seal, as applicable)

Emily Troesch, Assistant Secretary

Witness/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature
Assistant

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



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: Community Asphalt Corp.

Resurfacing of Del Prado Boulevard and Pondella Road

Solicitation # B200007AEJ

Solicitation Name 2020

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

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

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

Bidders may not adjust or modify data provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

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

COMPANY NAME: **COMMUNITY ASPHALT CORPORATION**

SOLICITATION: **B2018C7AEJ, Resurfacing of Del Prado Boulevard and Pondella Road 2020**

Having carefully read the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting Good specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

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

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission package and provided the excel version with your digital submission package.

Resurfacing of Del Prado Boulevard and Pondella Road 2020

Section 1 Del Prado Roadway Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
101-1	Mobilization	LS	1,000	\$ 89,000.00	\$ 89,000.00
102-1	Maintenance of Traffic	LS	1,000	\$ 10,100.00	\$ 10,100.00
120-90	Linear Grading, Shoulder Restoration	LF	577,000	\$ 8.40	\$ 4,848.80
327-70-1	Milling Existing Asphalt Paving 1" Average Depth	SY	60,000,000	\$ 1.70	\$ 102,000.00
331-3-000	Asphaltic Concrete Type S-III, Leveling Course	TN	500,000	\$ 77.50	\$ 38,750.00
331-3-100	Asphaltic Concrete Type S-III, 1" Thickness	TN	4,500,000	\$ 77.50	\$ 348,750.00
425-5	Manhole Adjust	EA	25,000	\$ 5.60	\$ 140.00
425-8	Valve Boxes Adjust	EA	25,000	\$ 1.10	\$ 27.50
706-3	Retro-Reflective Pavement Markers	EA	2,500,000	\$ 2.60	\$ 6,500.00
710-111-01	Painted Pavement Markings Standard, White, Solid, 6"	LF	22,000,000	\$ 0.10	\$ 2,200.00
710-111-31	Painted Pavement Markings Standard, White, Skip, 6"	LF	22,000,000	\$ 0.05	\$ 1,100.00
710-112-01	Painted Pavement Markings Standard, Yellow, Solid, 6"	LF	22,000,000	\$ 0.10	\$ 2,200.00
710-112-31	Painted Pavement Markings Standard, Yellow Skip, 6"	LF	11,000,000	\$ 0.05	\$ 550.00
711-111-23	Thermoplastic, Standard White, Solid 12" for Crosswalk & Roundabout	LF	12,000,000	\$ 1.60	\$ 19,200.00
711-111-24	Thermoplastic, Standard White, Solid 18" for Diagonals & Chevrons	LF	1,100,000	\$ 2.10	\$ 2,310.00
711-111-25	Thermoplastic, Standard White, Solid 24" for Stop Line & Crosswalk	LF	1,100,000	\$ 3.10	\$ 3,410.00
711-3	Pavement Message Thermo	EA	100,000	\$ 26.00	\$ 2,600.00
711-4	Directional Arrow Thermo	EA	100,000	\$ 20.80	\$ 2,080.00
SUBTOTAL: Section 1 Del Prado Roadway Items					\$ 635,764.30

Section 2 Del Prado ADA Construction Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
110-1-1	Clearing & Grubbing	AC	1	\$ 9,381.65	\$ 9,381.65
110-4-10	Removal of Existing Concrete	SY	987	\$ 27.80	\$ 27,438.60
327-70-1	Milling 1"	SY	483	\$ 3.80	\$ 1,835.40
334-1-13	Asphaltic Concrete Type S-I, 8"	TN	54	\$ 123.00	\$ 6,642.00
334-1-13	Asphaltic Concrete Type S-III, 1"	TN	33	\$ 79.10	\$ 2,610.30
425-8	Valve Boxes Adjust	EA	7	\$ 1.10	\$ 7.70
520-1-7	Type "E" Curb & Gutter	LF	14	\$ 22.90	\$ 320.80
520-1-10	Type "F" Curb & Gutter	LF	917	\$ 22.90	\$ 20,999.30
520-2-2	Type "B" Curb	LF	392	\$ 15.60	\$ 6,115.20
520-2-4	Type "D" Curb	LF	8	\$ 15.60	\$ 124.80
520-3	Valley Gutter	LF	34	\$ 15.60	\$ 530.40
520-5-11	Concrete Traffic Separator 4	LF	15	\$ 26.00	\$ 390.00
522-2	Concrete Sidewalk 6" Thick	SY	665	\$ 58.50	\$ 40,072.50
527-2	Detectable Warning Inset	SF	372	\$ 23.40	\$ 8,704.80
570-1-1	Sodding, Balsa	SY	1255	\$ 2.10	\$ 2,635.50
SUBTOTAL: Section 2 Del Prado ADA Construction Items					\$ 127,808.75

Section 3 Del Prado Signing & Marking Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
700-1-40	Install Sign, Single Post	EA	2	\$ 237.00	\$ 474.00
700-1-50	Relocate Sign, Single Post	EA	7	\$ 314.00	\$ 2,198.00
700-1-60	Remove Sign, Single Post	EA	1	\$ 77.00	\$ 77.00
709-11-101	Solid Traffic Stripe, Paint, White, 6"	LF	104	\$ 0.10	\$ 10.40
709-11-201	Solid Traffic Stripe, Paint, Yellow, 6"	LF	571	\$ 0.10	\$ 57.10
710-11-123	Solid Traffic Stripe, Paint, White, 12"	LF	1,775	\$ 0.80	\$ 1,420.00
710-11-125	Solid Traffic Stripe, Paint, White, 24"	LF	1,217	\$ 1.60	\$ 1,947.20
711-11-123	Solid Traffic Stripe, Thermoplastic, White, 12"	LF	1,775	\$ 1.60	\$ 2,840.00
711-11-125	Solid Traffic Stripe, Thermoplastic, White, 24"	LF	1,217	\$ 3.10	\$ 3,772.70
711-16-101	Solid Traffic Stripe, Thermoplastic, White, 6"	LF	154	\$ 0.50	\$ 52.00
711-16-201	Solid Traffic Stripe, Thermoplastic, Yellow, 6"	LF	571	\$ 0.50	\$ 285.50
SUBTOTAL: Section 3 Del Prado Signing & Marking Items					\$ 13,133.90

Section 4 Del Prado Signal Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
630-2-11	Conduit Furnish & Install Open Trench	LF	230	\$ 11.50	\$ 2,645.00
635-2-11	Pull/Splice Box, Furnish & Install 17"x30" Cover Size	EA	7	\$ 618.00	\$ 4,312.00

646-1-11	Aluminum Signal Pole, Pedestal	EA	12	\$	1,690.00	\$	20,280.00
653-1-11	Pedestrian Signal, Furnish & Install, LED Countdown, 1-Way	AS	12	\$	994.00	\$	11,928.00
653-1-60	Pedestrian Signal, Remove Pole	AS	8	\$	308.00	\$	1,848.00
665-1-11	Pedestrian Detector, Furnish & Install, Standard	EA	12	\$	320.00	\$	3,840.00

SUBTOTAL: Section 4 Del Prado Signal Items \$ 44,853.00

Section 5 Del Prado Additional Services

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
700-3-101	Add Sign Panel	EA	1	\$ 223.00	\$ 223.00
700-3-601	Remove Sign Panel	EA	1	\$ 38.50	\$ 38.50
710-11-290	Nose Paint, Yellow	SF	27	\$ 3.10	\$ 83.70

SUBTOTAL: Section 5 Del Prado Additional Services \$ 345.20

Subtotal of Sections 1-5 for Del Prado Blvd Resurfacing and ADA Improvements \$ 821,905.15

Pondella Road Resurfacing and ADA Improvements

Section 6 Pondella Roadway Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
101- 1P	Mobilization	LS	1.000	\$ 74,000.00	\$ 74,000.00
102- 1P	Maintenance of Traffic	LS	1.000	\$ 10,000.00	\$ 10,000.00
120- 90P	Linear Grading, Shoulder Restoration	LF	50.000	\$ 14.90	\$ 745.00
327- 70- 1P	Milling Existing Asphalt Paving, 1" Average Depth	SY	52,000.000	\$ 1.60	\$ 83,200.00
331- 3-000P	Asphaltic Concrete Type S-III, Leveling Course	TN	250.000	\$ 77.50	\$ 19,375.00
331- 3-100P	Asphaltic Concrete Type S-III, 1" Thickness	TN	3,160.000	\$ 77.50	\$ 244,900.00
425- 5P	Manhole, Adjust	EA	10.000	\$ 5.60	\$ 56.00
706- 3P	Retro-Reflective Pavement Markers	EA	557.000	\$ 2.60	\$ 1,448.20
710- 11-101P	Painted Pavement Markings, Standard, White, Solid 6"	LF	9,791.000	\$ 0.10	\$ 979.10
710- 11-131P	Painted Pavement Markings, Standard, White, Skip, 6"	LF	2,270.000	\$ 0.05	\$ 113.50
710- 11-201P	Painted Pavement Markings, Standard, Yellow, Solid, 6"	LF	7,708.000	\$ 0.10	\$ 770.80
710- 11-231P	Painted Pavement Markings, Standard, Yellow, Skip, 6"	LF	1,043.000	\$ 0.05	\$ 52.15
711- 11-123P	Thermoplastic, Standard, White, Solid 12" for Crosswalk & Roundabout	LF	462.000	\$ 2.10	\$ 970.20
711- 11-124P	Thermoplastic, Standard, White, Solid 18" for Diagonals & Chevrons	LF	39.000	\$ 3.10	\$ 120.90
711- 11-125P	Thermoplastic, Standard, White, Solid 24" for Stop Line & Crosswalk	LF	327.000	\$ 4.20	\$ 1,373.40
711-3P	Pavement Message Thermo	EA	6.000	\$ 26.00	\$ 156.00
711-4P	Directional Arrow Thermo	EA	44.000	\$ 20.80	\$ 915.20

SUBTOTAL: Section 6 Pondella Roadway Items \$ 439,175.25

Section 7 Pondella ADA Construction Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
110-1-1P	Clearing & Grubbing	AC	1	\$ 3,650.00	\$ 3,650.00
110-4-10P	Removal of Existing Concrete	SY	493	\$ 30.40	\$ 14,987.20
425-6P	Valve Boxes, Adjust	EA	1	\$ 1.10	\$ 1.10
520-1-10P	Type "F" Curb & Gutter	LF	728	\$ 22.90	\$ 16,671.20
522-2P	Concrete Sidewalk, 6" Thick	SY	370	\$ 58.50	\$ 21,645.00
527-2P	Detectable Warning, Inset	SF	207	\$ 23.40	\$ 4,843.80
570-1-1P	Sodding Bahia	SY	883	\$ 2.10	\$ 1,854.30

SUBTOTAL: Section 7 Pondella ADA Construction Items \$ 63,652.60

Section 8 Pondella Signing & Marking Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
700-1-50P	Relocate Sign, Single Post	EA	2	\$ 314.00	\$ 628.00
710-11-123P	Solid Traffic Stripe, Paint, White, 12"	LF	1,448	\$ 0.80	\$ 1,158.40
710-11-125P	Solid Traffic Stripe, Paint, White, 24"	LF	1,076	\$ 1.60	\$ 1,721.60
711-11-123P	Solid Traffic Stripe, Thermoplastic, White, 12"	LF	1,448	\$ 1.60	\$ 2,316.80
711-11-125P	Solid Traffic Stripe, Thermoplastic, White, 24"	LF	1,076	\$ 4.20	\$ 4,519.20

SUBTOTAL: Section 8 Pondella Signing & Marking Items \$ 10,344.00

Section 9 Pondella Signal Items

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
630-2-11P	Conduit, Furnish & Install, Open Trench	LF	360	\$ 11.50	\$ 4,140.00
632-7-1P	Signal Cable, Furnish & Install	PI	3	\$ 5,410.00	\$ 16,230.00
635-2-11P	Pull/Splice Box, Furnish & Install, 17"x30" Cover Size	EA	3	\$ 616.00	\$ 1,848.00
648-1-11P	Aluminum Signal Pole, Pedestal	EA	18	\$ 1,690.00	\$ 30,420.00
653-1-11P	Pedestrian Signal, Furnish & Install, LED Countdown, 1-Way	AS	20	\$ 994.00	\$ 19,880.00
653-1-60P	Pedestrian Signal, Remove Pole	AS	17	\$ 154.00	\$ 2,618.00
665-1-11P	Pedestrian Detector, Furnish & Install, Standard	EA	20	\$ 320.00	\$ 6,400.00
665-1-60P	Pedestrian Detector, Remove	EA	19	\$ 77.00	\$ 1,463.00

SUBTOTAL: Section 9 Pondella Signal Items \$ 82,999.00

Section 10 Pondella Additional Services

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
646-1-60P	Remove Aluminum Pole	EA	3	\$ 308.00	\$ 924.00

SUBTOTAL: Section 10 Pondella Additional Services \$ 924.00

Subtotal of Sections 6-10 for Pondella Road Resurfacing and ADA Improvements

\$

597,094.85

BID SUMMARY

PROJECT TOTAL

\$1,419,000.00

**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL:

\$ ONE, FOUR ONE NINE, ZERO ZERO ZERO, ZERO ZERO

(Use Words to Write Total)



(B200007AEJ)- Resurfacing Del Prado Boulevard and Pondella Road.

1. General disclosure about OHL, S.A.

Neither Community Asphalt Corporation, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. Nonetheless, Community Asphalt Corp. would like to make the following voluntary disclosure about one of its minority shareholder entity.

Obrascon Huarte Lain S.A. ("OHL S.A."), Community Asphalt Corporation's Shareholder (6.5%) and ultimate, but not direct, parent company makes the following and attached statement about former OHL S.A. Chairman Juan Miguel Villar Mir and former OHL S.A. Board Member Javier Lopez Madrid:

Mr Juan Miguel Villar Mir resigned as member and chairman of the board of the OHL S.A. on June 23, 2016. While he served as chairman of the board of OHL S.A., he had no authority to act on behalf of the company at any moment. He was not an officer, employee and had no capacity to act on behalf of OHL, S.A.

Mr. Javier Lopez Madrid resigned as a member of the OHL S.A. board on May 9, 2017. While he served as a board member, he had no capacity to act on behalf of the company. He was not an officer or employee of the company.

Attached please find additional statements concerning OHL S.A.

OHL voluntarily provides new information for the ongoing investigation of the *Audiencia Nacional* ("*Operación Lezo*")

- The Group has carried out a voluntary internal investigation amidst which it has identified two wire transfers in favor of the company Lauryn Group Inc. which were carried out during November 2007. There is no indication that these can be related to any illegal or illicit actions of any kind.
- The internal investigation has not identified any wire transfers ordered by Mr. Javier López Madrid, external proprietary director of the OHL Group since 2002, who has never held executive or representative duties in the Group.

Madrid, May 5 2017.- OHL, voluntarily and following the mandate issued by the Audit and Control Commission of its Board of Directors ("ACC"), and through the Internal Audit Directorate ("IAD") and the Compliance Directorate ("CD"), has voluntarily set forth an internal investigation within the parameters of the judicial requirement issued by the *Guardia Civil* on April 20 amidst the proceedings of *operación Lezo*, a criminal proceeding instructed by the judge of the National Court (*Audiencia Nacional*) Eloy Velasco.

Such investigation has focused on:

1. Determining if any of the OHL Group companies have carried out any wire transfer, in any location, which may correspond to that for an amount of 1.4 Mill € that, according to the media, and as it may be inferred by the information required by the judicial commission present at OHL's offices on April 20, allegedly was carried out by one of the companies of the OHL Group in favor of a Swiss bank account whose holder was a company named Lauryn Group Inc.
2. Determining if there are any indications or suspicions of irregularities in the proceeding for the bidding, awarding and execution of the administrative concession "*Cercanías Móstoles-Navalcarnero*" ("CEMONASA")
3. Determining if Mr. Javier López Madrid, External proprietary director since 2002 and who has never held executive or representative duties in the OHL Group, has had at any given time, the power or the capacity to order or instruct any Group employees to carry out payments of any kind, including wire transfers.

The initiative to further complete the official investigation and to voluntarily supply any information in our possession demonstrates the corporate commitment for zero tolerance against corruption, the strict enforcement of our Corporate Code of Governance and the maximum transparency and collaboration with the judiciary that presides all of the actions of this Company.

More information on OHL

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Cellular: (+34) 676 39 34 33

Mar Yuste
Email: myuste@tinkle.es
Tel.: (+34) 91 702 10 10
Cellular: (+34) 638 04 05 79



The Company considers that, at this time, it is important to highlight that ever since the Group was incorporated in 1911 (including Obrascón Huarte Lain, S.A. and all of its national and international subsidiaries) and until this date, no employees or executives of OHL have been ever convicted for corruption whether in Spain or any other country.

Analysis of the identified transfers

By means of a computerized system ("ERP") two wire transfers have been identified, none of which corresponds with the allegedly carried out wire transfer, but which are indeed in favor of Lauryn Group Inc, a company incorporated in Panama and to a bank account held in the Anglo Irish Bank in Switzerland. These two transfers amount to a total of 2.5 million US Dollars and took place in November 2007.

Said transfers have been duly considered in OHL's accounting registries and have pertaining supporting invoices, which apparently correspond to regular transactions within the ordinary course of business of our companies. There are no indications that these might be related with any illegal or illicit actions of any kind.

All of the persons who directly or indirectly held executive duties for these transactions at the time of the transfers have long ceased to work for the Group either because of retirement, voluntary leave or redundancy.

Regardless of the fact that these conclusions are preliminary, since the investigation by the IAD and the DC is still ongoing, (by internal and external means) in order to clarify the facts to the maximum extent possible, OHL has provided the judicial authorities with these findings as soon as it has had knowledge of their existence.

No irregularities in the contracts for the *Cercanías Móstoles-Navalcarnero* (CEMONASA) concession

According to the conclusions of the preliminary internal analysis, there appears to be no indication or suspicion of any irregularity in the proceedings for the bidding, awarding and execution of CEMONASA and it may be concluded, under the current state of the works, that the awarding of the concession and all ensuing actions regarding such have been carried out with total transparency and under the rule of Law. Said internal preliminary analysis, states that there have been no irregularities and it further verifies that this contract has resulted in a ruinous project for OHL which has led to the biggest loss for the Group in a single Project in its whole history, with a total invested amount pending recovery for 259 million €. The concession managing company, CEMONASA, filed for insolvency proceedings months ago and is currently under liquidation.

Regarding this contract, the Autonomous Region of Madrid ("ARM") has requested the enforcement of the provided bank guarantees, in an action that the OHL Group deems unfair and which is currently challenged before the courts, alongside the considerable penalties imposed by the ARM. For this purpose, on 3 December 2016, OHL initiated legal actions against the ARM before the Madrid Superior Court of Justice (*Tribunal Superior de Justicia de Madrid*) claiming the reimbursement of the investments made as well as for the damages suffered.

From all of the above, it can be inferred that the ARM has always acted according to the law, with maximum transparency and rigor and without any beneficial treatment in favor of OHL.

More information on OHL

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Email: bmoreno@tinkle.es	Email: myuste@tinkle.es
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Cellular: (+34) 676 39 34 33	Cellular: (+34) 638 04 05 79



Mr. Javier López Madrid has never held executive or representative duties in the OHL Group

Mr. Javier López Madrid has never had the power or capacity to order, authorize or mandate any employees of the OHL Group to carry out payments of any kind, including wire transfers within the dates in which the wire transfer allegedly took place. Furthermore, he has never held executive or representative duties in the OHL Group.

As of today, Mr. Javier López Madrid is under investigation (*investigado*) in these proceedings and has not been formally charged with any crime. Neither OHL nor any of its employees have been charged with any crimes as well.

More information on OHL

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Mar Yuste

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Cellular: (+34) 638 04 05 79



2. General disclosure about OHL, S.A.

Neither Community Asphalt Corporation, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. Nonetheless, Community Asphalt Corp. would like to make the following voluntary disclosure about one of its minority shareholder entity.

Obrascon Huarte Lain S.A. ("OHL S.A."), Community Asphalt Corporation's Shareholder (6.5%) and ultimate, but not direct, parent company makes the following statement:

On October 4th 2018 the governmental body called National Commission on Markets and Competition (official name in Spanish "Comisión Nacional de los Mercados y de la Competencia" or "CNMC") has notified OHL S.A. together with other seven Spanish construction companies (Acciona Construcción, Corsán-Corvian, Dragados, FCC Construcción, Ferrovial Agromán and Sacyr Construcción), the beginning of a sanction administrative proceeding for alleged restrictive competition practices (Ref: 611/17).

In accordance with the resolution opening the above mentioned sanction proceeding, the anticompetitive practices consisted of agreements and exchange of information between the above mentioned companies with the objective of restricting the competition in relation with the request for proposals (tenders) of the different Public Administrations in Spain. The beginning of this administrative proceeding, which is not a judicial one, does not prejudice the final outcome of the initiated investigation. The CNMC has up to 18 months to issue a resolution on the sanction proceeding.

After the notification of the administrative resolution, a contentious administrative appeal ("Recurso Contencioso Administrativo" in Spanish) may be filed against the same before the Courts of Justice. OHL S.A. considers that it has always complied with the Law at all times.



LEE COUNTY
SOUTHWEST FLORIDA

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B200007AEJ

SOLICITATION NAME: Resurfacing of Del Prado Boulevard and Pondella Road 2020

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

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

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

Company Name: Community Asphalt Corp.

Signature

Corporate Vice President 12/16/2019

Title

Date

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 16th day of December 2019, by Manuel Aquiar who has produced
(Print or Type Name)

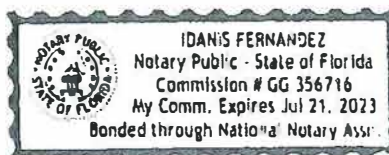
-----as identification.

(Type of Identification and Number)

Idanis Fernandez
Notary Public Signature

Idanis Fernandez
Printed Name of Notary Public

GG 356716 / 07-21-2023
Notary Commission Number/Expiration



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

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

**Lee County Procurement Management
Reference Survey**

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: (B200007AEJ) Del Prado Resurfacing FY 2020

Section 1		Reference Respondent Information		Please return completed form to: Bidder/Proposer: Due Date: Total # Pages: 1 Phone #: (239) 337-9486 Fax #: Bidder/Proposer E-Mail: Idanis.Fernandez@ohlna.com	
FROM:		Kelly O'nan			
COMPANY:		Hendry County B.O.C.			
PHONE #:		(863)			
FAX #:		(863) 674-2941			
EMAIL:		konan@hendryfla.net			
Section 2		Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name:		Community Asphalt Corp.			
Reference Project Name		Project Address		Project Cost	
Flaghole Road Resurfacing Project		Flaghole Rd from Woodland Blvd to US-27		\$2,034,499.00	
Summarize Scope: Asphalt Paving Resurfacing					
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in Section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					

Section 4 Please submit non-Lee County employees as references

Kelly O'nan

Reference Name (Print Name)

Reference Signature

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

**Lee County Procurement Management
Reference Survey**

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: B200007AEJ:Resurfacing Del Prado & Pondela Rd 2020

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	John Mort		Bidder/Proposer: Community Asphalt Corp.		
COMPANY:	City of Sanibel		Due Date: 12/31/2019		
PHONE #:	(239) 472-6397		Total # Pages: 1		
FAX #:			Phone #: (239)337-9486 Fax #:		
EMAIL:	john.mort@mysanibel.com		Bidder/Proposer E-Mail: Idanis.Fernandez@ohlina.com		
Section 2		Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name:		Community Asphalt Corp.			
Reference Project Name:		Project Address:		Project Cost:	
Sanibel 2019 Street Resurfacing Project		Various streets		\$534,000.00	
Summarize Scope: Resurfacing various roads in Sanibel City					
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in Section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					

Section 4 Please submit non-Lee County employees as references

John Mort

Reference Name (Print Name)

Reference Signature

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

****REQUIRED OF THE LOWEST APPARENT BIDDER ONLY****

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: (B200007AEJ) Resurfacing of Del Prado Blvd & Pondella Road 2020

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	Carlos Sampedro	Bidder/Proposer:	Community Asphalt Corp.
COMPANY:	Sacyr Corporation USA LLC.	Due Date:	12/31/2019
PHONE #:	(305) 927-2146	Total # Pages:	1
FAX #:		Phone #:	(239)337-9486
EMAIL:	candress@sacyr.com	Fax #:	
		Bidder/Proposer E-Mail:	Idanis.Fernandez@ohlina.com

Section 2	Enter Bidder/Proposer Information - If applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	Community Asphalt Corp.		
Reference Project Name:	Project Address:	Project Cost:	
E1Q47 SR82	SR82	\$7,000,000.00	
Summarize Scope:	Paving and Milling		

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

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

Section 4	Please submit non-Lee County employees as references
Carlos Sampedro	
Reference Name (Printed)	
Reference Signature	

Form 4 - Negligence or Breach of Contract Disclosure Form

REVISED 09/12/2016



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: Community Asphalt Corp.

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

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

Page Number: 1 Of 9 Total pages

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

Community Asphalt Corporation (the Bidder) doesn't keep a centralized list of closed/past lawsuits that have been filed against the firm based on a breach of contract by the firm. Below you will find a list of Settled/Pending Settlements of Alleged Negligence incidents. Additionally, please see below a list of current/ongoing lawsuits filed against the firm based on a breach of contract by the firm:

Alleged Negligence Breach of Contract Disclosure List

Type of Incident Alleged Negligence - Breach of Contract**	Incident Date and Date Filed***	Plaintiff (Who took action against your company)	Case Number	County**** County/State	Project	Claim Reason (If (initial) circumstances)	Final Outcome (who prevailed)
Alleged Negligence	4/14/2016	Neyvallys Hernandez	501-528643-001	N/A	SR-500 US 192	Auto Liability	Pending Settlement
Alleged Negligence	4/14/2016	Gladis Gutierrez	501-528643-002	N/A	SR-500US 192	Auto Liability	Pending Settlement
Alleged Negligence	4/14/2016	Daniela Rivera	501-528643-003	N/A	SR-500US 192	Auto Liability	Pending Settlement
Alleged Negligence	9/9/2011	APARICIO JOSE	683-624528-001	N/A	FROM SR-7 (US-441) TO 44TH AVE	Auto Liability	Pending Settlement
Alleged Negligence	4/14/2016	Neyvallys Hernandez	501-314519-002	N/A	SR-500US 192	Auto Liability	Pending Settlement
Alleged Negligence	4/14/2016	Gladis Hernandez	501-314519-003	N/A	SR-500US 192	Auto Liability	Pending Settlement
Alleged Negligence	4/14/2016	Daniela Rivera	501-314519-004	N/A	SR-500US 192	Auto Liability	Pending Settlement
Alleged Negligence	4/14/2016	Yarelis Muniz	501-314519-005	N/A	SR-500US 192	Auto Liability	Pending Settlement
Alleged Negligence	12/29/2016	EDMOND BAILEY	501-409759-002	N/A	FOOT # E4P34-I-35 INTERCHANGE	Auto Liability	Pending Settlement
Alleged Negligence	12/29/2016	YELISSA BAILEY	501-409759-003	N/A	FOOT # E4P34-I-35 INTERCHANGE	Auto Liability	Pending Settlement
Alleged Negligence	3/30/2017	CODY HALL	501-444682-002	N/A	INDIAN RIVER COUNTY	Auto Liability	Pending Settlement
Alleged Negligence	3/28/2017	FABIAN LABOSSIERE	501-445723-002	N/A	SR-845 - (Powerline Rd NW 3th Ave)	Auto Liability	Pending Settlement
Alleged Negligence	3/28/2017	CARL CYRUS	501-445723-004	N/A	SR-845 - (Powerline Rd NW 3th Ave)	Auto Liability	Pending Settlement
Alleged Negligence	8/26/2017	Richard Jackson	501-495350-002	N/A	Ward Plaza Bulbfill Blinds	Auto Liability	Pending Settlement
Alleged Negligence	10/3/2017	CHRISTOPHER ROMAN	501-512074-002	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Pending Settlement
Alleged Negligence	9/9/2011	APARICIO JOSE	683-433091-003	N/A	FROM SR-7 (US-441) TO 44TH AVE	Auto Liability	Pending Settlement
Alleged Negligence	7/13/2016	DANIEL MELENDEZ	501-412280-001	N/A	LAKE RIDGE SUNRISE BLVD	General Liability	Pending Settlement
Alleged Negligence	12/15/2015	CLEVELAND ODOM	501-455609-001	N/A	INDIAN RIVER COUNTY	General Liability	Pending Settlement
Alleged Negligence	12/15/2015	CLEVELAND ODOM	501-562445-001	N/A	INDIAN RIVER COUNTY	General Liability	Pending Settlement
Alleged Negligence	6/3/2016	SANDOR KOVACS	501-671837-001	N/A		General Liability	Pending Settlement
Alleged Negligence	6/3/2016	ANTHONY EDWARDS	501-671837-002	N/A		General Liability	Pending Settlement
Alleged Negligence	6/3/2016	CATHY BRADLEY	501-671837-003	N/A		General Liability	Pending Settlement
Alleged Negligence	6/3/2016	LARRY HENCHIN	501-671837-004	N/A		General Liability	Pending Settlement
Alleged Negligence	4/1/2017	JUAN FIGUEROA	501-453839-002	N/A	DESIGN BUILD SR-7 / US 441	General Liability	Pending Settlement
Alleged Negligence	9/30/2017	JACOB HERVADEZ	501-543617-001	N/A	SR-421 (HEFT) FROM NORTH OF BI	General Liability	Pending Settlement
Alleged Negligence	10/14/2017	WADE TALBOT	501-557119-002	N/A	INDIAN RIVER COUNTY	General Liability	Pending Settlement
Alleged Negligence	10/13/2017	Robert Michael Steinhock	501-595296-001	N/A	CITY OF WPB ANNUAL MILLING &	General Liability	Pending Settlement
Alleged Negligence	11/15/2011	PEI ZOLOD PHILIP	683-436344-001	N/A	VENITIAN CAUSEWAY STREETSCOPE	General Liability	Pending Settlement
Alleged Negligence	11/15/2011	PEI ZOLOD PHILIP DJ	683-437390-001	N/A	VENITIAN CAUSEWAY STREETSCOPE	General Liability	Pending Settlement
Alleged Negligence	12/16/2013	Quinnisa Andrews	501-396349-001	N/A	VENITIAN CAUSEWAY STREETSCOPE	General Liability	Pending Settlement
Alleged Negligence	12/16/2013	ANDREOCCI KRISTIN	501-396349-002	N/A	VENITIAN CAUSEWAY STREETSCOPE	General Liability	Pending Settlement
Alleged Negligence	10/29/2013	LUIS SOTO	501-528645-001	N/A	TURNPIKE SERVICE PLAZAS IARELL	General Liability	Pending Settlement
Alleged Negligence	3/9/2019	HECTOR MICHEL	FKE1101	N/A	SR 76 (KANNER HIGHWAY) RECONSTRUCTION	Auto Liability	Pending Settlement
Alleged Negligence	3/8/2019	HECTOR MICHEL	FKE1101	N/A	SR 76 (KANNER HIGHWAY) RECONSTRUCTION	Auto Liability	Pending Settlement
Alleged Negligence	8/15/2018	ORDONEZ LUIS	EZR3240	N/A	SR A1A (S OCEAN DR)	Auto Liability	Pending Settlement
Alleged Negligence	8/15/2018	ORDONEZ LUIS	EZR3240	N/A	SR A1A (S OCEAN DR)	Auto Liability	Pending Settlement
Alleged Negligence	10/26/2018	RODRIGUEZ-CHAVEZ RAYMOND	EZR3844	N/A	SR 9 (I-95) AND (I-95S)	Auto Liability	Pending Settlement
Alleged Negligence	10/26/2018	RODRIGUEZ-CHAVEZ RAYMOND	EZR3944	N/A	SR 9 (I-95) AND (I-95S)	Auto Liability	Pending Settlement
Alleged Negligence	12/18/2018	MONTES EDUARDO	EZR4393	N/A	DADE PLANT	Auto Liability	Pending Settlement
Alleged Negligence	12/18/2018	MONTES EDUARDO	EZR4393	N/A	DADE PLANT	Auto Liability	Pending Settlement
Alleged Negligence	1/8/2019	VAC DES-GRILLO JESUS	EZR4652	N/A	SR 7 (US 441)	Auto Liability	Pending Settlement
Alleged Negligence	1/8/2019	VAC DES-GRILLO JESUS	EZR4652	N/A	SR 7 (US 441)	Auto Liability	Pending Settlement
Alleged Negligence	7/7/2019	FOGLEMAN THOMAS S	EZR6494	N/A	PAVING WEST PALM BEACH	Auto Liability	Pending Settlement
Alleged Negligence	7/7/2019	FOGLEMAN THOMAS S	EZR6494	N/A	PAVING WEST PALM BEACH	Auto Liability	Pending Settlement
Alleged Negligence	8/2/2019	FLOCKINGER BRIAN R	EZR6784	N/A	SR 76 (KANNER HIGHWAY) RECONSTRUCTION	Auto Liability	Pending Settlement
Alleged Negligence	12/14/2018	CORREA-FERNANDEZ MAURI	EZR6902	N/A	N/A	Auto Liability	Pending Settlement
Alleged Negligence	3/4/2016	RAMIREZ ORLANDO	EF50025	N/A	SR 9 (I-95) AND (I-95S)	Auto Liability	Pending Settlement
Alleged Negligence	3/4/2016	RAMIREZ ORLANDO	EF50025	N/A	SR 9 (I-95) AND (I-95S)	Auto Liability	Pending Settlement
Alleged Negligence	2/14/2019	AGUIAR-FARRADA DOMINGO C	FBF4810	N/A	SR-826/1-75 EXPRESS LANES	Auto Liability	Pending Settlement
Alleged Negligence	2/14/2019	AGUIAR-FARRADA DOMINGO C	FBF4810	N/A	SR-826/1-75 EXPRESS LANES	Auto Liability	Pending Settlement
Alleged Negligence	4/30/2018	ORNUS ERNEST	FGW7559	N/A	I-95 INTERCHANGE IMPROVEMENTS	Auto Liability	Pending Settlement
Alleged Negligence	4/30/2018	ORNUS ERNEST	FGW7559	N/A	I-95 INTERCHANGE IMPROVEMENTS	Auto Liability	Pending Settlement
Alleged Negligence	10/18/2018	JIMENEZ-HERNANDEZ FERNAND	FEV3605	N/A	SR 9 (I-95) AND (I-95S)	Auto Liability	Pending Settlement
Alleged Negligence	10/15/2018	JIMENEZ-HERNANDEZ FERNAND	FEV3605	N/A	SR 9 (I-95) AND (I-95S)	Auto Liability	Pending Settlement
Alleged Negligence	3/15/2019	GOMEZ ARYAL M	FKE1403	N/A	GENERAL & ADMIN-WP	Auto Liability	Pending Settlement
Alleged Negligence	6/3/2019	NODAL-III ALFONSO	FKE0663	N/A	HAULING DEPT.-WEST PALM BEACH	Auto Liability	Pending Settlement
Alleged Negligence	6/3/2019	NODAL-III ALFONSO	FKE0663	N/A	HAULING DEPT.-WEST PALM BEACH	Auto Liability	Pending Settlement
Alleged Negligence	4/11/2017	GONZALEZ-PEREZ EDISER	FE50191	N/A	FOOT#ERN67 SR-821 HEFT WIDEN	General Liability	Pending Settlement
Alleged Negligence	2/9/2018	STYLIANOUDAKIS NICK	EF50664	N/A	DESIGN BUILD SR-7AUS 441	General Liability	Pending Settlement
Alleged Negligence	8/19/2018	BY THE GRACE TRUCKING SE	EF50767	N/A	RESURFACE FLORIDAS TURNPIKE	General Liability	Pending Settlement
Alleged Negligence	8/19/2018	BY THE GRACE TRUCKING SE	EF50767	N/A	RESURFACE FLORIDAS TURNPIKE	General Liability	Pending Settlement
Alleged Negligence	4/14/2018	PELLICIONI ROBERT	EF51047	N/A	SR91 TURNPIKE	General Liability	Pending Settlement
Alleged Negligence	10/2/2018	MIRAND ESTATE-OF-EVELYN K	EF51183	N/A	I75 EXPRESS SEGMENTS A&B	General Liability	Pending Settlement
Alleged Negligence	6/20/2018	MARTINEZ DANIEL M	EF51192	N/A	FOOT#ERN67 SR-821 HEFT WIDEN	General Liability	Pending Settlement
Alleged Negligence	6/20/2018	MARTINEZ DANIEL M	EF51192	N/A	FOOT#ERN67 SR-821 HEFT WIDEN	General Liability	Pending Settlement
Alleged Negligence	10/19/2018	MCCONNELL DAVID S	EF51689	N/A	SR 9 (I-95) AND (I-95S)	General Liability	Pending Settlement
Alleged Negligence	10/19/2018	MCCONNELL DAVID S	EF51689	N/A	SR 9 (I-95) AND (I-95S)	General Liability	Pending Settlement
Alleged Negligence	1/1/2019	MARSHALL DAVID J	EF51810	N/A	I75 EXPRESS SEGMENTS A&B	General Liability	Pending Settlement
Alleged Negligence	1/1/2019	MARSHALL DAVID J	EF51810	N/A	I75 EXPRESS SEGMENTS A&B	General Liability	Pending Settlement
Alleged Negligence	10/12/2018	HANSON DONALD	EF51879	N/A	SR A1A (S OCEAN DR)	General Liability	Pending Settlement
Alleged Negligence	12/19/2018	LEAKS KEENAN	EF51580	N/A	PBCOLO OXIEHWY	General Liability	Pending Settlement
Alleged Negligence	10/11/2018	TAYLOR MELISSA	EF51967	N/A	MILLING & RESURFACING REPAIRS AND MARKINGS SR91	General Liability	Pending Settlement
Alleged Negligence	10/11/2018	TAYLOR MELISSA	EF51967	N/A	MILLING & RESURFACING REPAIRS AND MARKINGS SR91	General Liability	Pending Settlement
Alleged Negligence	2/4/2019	UNKNUNK	EF52025	N/A	I75 EXPRESS SEGMENTS A&B	General Liability	Pending Settlement
Alleged Negligence	3/4/2019	LUCIC PETAR	EF52229	N/A	SR76 (KANNER HIGHWAY) RECONSTRUCTION	General Liability	Pending Settlement
Alleged Negligence	4/9/2018	SH-AGHNESSY STEVEN R	EF52249	N/A	PBC-TONEY PENNA DR & OLD DIXIE	General Liability	Pending Settlement
Alleged Negligence	4/23/2018	ATT	EF52487	N/A	DESIGN BUILD SR-7AUS 441	General Liability	Pending Settlement
Alleged Negligence	4/17/2019	CLEAVER PHILIP	EF52644	N/A	SR 9 (I-95) AND (I-95S)	General Liability	Pending Settlement
Alleged Negligence	3/7/2019	SPOSATO JAY A	EF52789	N/A	SR 76 (KANNER HIGHWAY) RECONSTRUCTION	General Liability	Pending Settlement
Alleged Negligence	5/25/2019	CARDWELL MICHAEL	EF52899	N/A	MILLING & RESURFACING REPAIRS	General Liability	Pending Settlement
Alleged Negligence	5/30/2019	CROCKETT MARK A	EF52904	N/A	SR 9 (I-95)	General Liability	Pending Settlement
Alleged Negligence	5/15/2019	SOLOMAN TRUCKING INC	EF52910	N/A	VERO BEACH PLANT	General Liability	Pending Settlement
Alleged Negligence	6/25/2019	UNKNUNK	EF53158	N/A	MILLING & RESURFACING REPAIRS	General Liability	Pending Settlement
Alleged Negligence	6/25/2019	UNKNUNK	EF53158	N/A	MILLING & RESURFACING REPAIRS	General Liability	Pending Settlement
Alleged Negligence	7/6/2019	ESTATE OF FREDDY MENDOZA	EF53224	N/A	I95 INTERCHANGE IMPROVEMENTS	General Liability	Pending Settlement
Alleged Negligence	11/16/2018	HERITAGE CHEMICAL SALES	EF53259	N/A	PBC-TONEY PENNA DR & OLD DIXIE	General Liability	Pending Settlement
Alleged Negligence	6/1/2019	MALDONADO ROSA Y	EF53299	N/A	SR 7 (US 441)	General Liability	Pending Settlement
Alleged Negligence	3/7/2019	STANLEY TAYLOR	EF53438	N/A	SR 76 (KANNER HIGHWAY)	General Liability	Pending Settlement
Alleged Negligence	9/13/2018	MITRA NIELIAS P	EF53459	N/A	SR A1A (S OCEAN DR)	General Liability	Pending Settlement
Alleged Negligence	4/10/2018	CARRARA NICHOLAS	EF53465	N/A	CAPE CORAL WADOR ROAD RESURFACING FY 2017	General Liability	Pending Settlement
Alleged Negligence	9/30/2018	PRIMAVERA DEAN A	EF53501	N/A	SR 9 (I-95) AND (I-95S)	General Liability	Pending Settlement
Alleged Negligence	5/12/2019	PRIETO ORLANDO N	EF53579	N/A	SR 826 / I-75 EXPRESS LANES	General Liability	Pending Settlement
Alleged Negligence	1/1/2012	REYES CABEZAS	683-456427-001	N/A		Auto Liability	Settled

Alleged Negligence	1/11/2012	REYES CABEZAS	683-456427-002	N/A		Auto Liability	Settled
Alleged Negligence	10/16/2012	PAULETTE MICHEL	501-244161-001	N/A		Auto Liability	Settled
Alleged Negligence	10/16/2012	NICHOLAS CABRERA	501-244161-002	N/A		Auto Liability	Settled
Alleged Negligence	9/11/2012	ANTONIO PEREZ	501-489885-001	N/A	CASA SAN JUAN BOSCO	Auto Liability	Settled
Alleged Negligence	9/11/2012	ANTONIO PEREZ	501-489885-002	N/A	CASA SAN JUAN BOSCO	Auto Liability	Settled
Alleged Negligence	3/26/2012	LOPEZ CARMEN	683-467394-001	N/A		Auto Liability	Settled
Alleged Negligence	5/15/2012	CRUZ ELIZABETH	683-477456-001	N/A		Auto Liability	Settled
Alleged Negligence	3/14/2012	POLLANS HARRIS	683-481184-001	N/A		Auto Liability	Settled
Alleged Negligence	5/25/2012	RODRIGUEZ RONY	683-482665-001	N/A		Auto Liability	Settled
Alleged Negligence	5/25/2012	RODRIGUEZ RONY	683-482665-002	N/A		Auto Liability	Settled
Alleged Negligence	10/20/2012	REID JENNIFER	683-511611-001	N/A		Auto Liability	Settled
Alleged Negligence	10/20/2012	REID JENNIFER	683-511611-002	N/A		Auto Liability	Settled
Alleged Negligence	10/23/2012	FLAGG DONNA	683-511611-003	N/A		Auto Liability	Settled
Alleged Negligence	7/18/2014	EDDY CASTELANOS	501-227758-001	N/A		Auto Liability	Settled
Alleged Negligence	10/24/2014	HILARY HAUSE	501-218853-001	N/A		Auto Liability	Settled
Alleged Negligence	10/8/2015	JO ROOFING CORP	501-271411-001	N/A		Auto Liability	Settled
Alleged Negligence	5/6/2014	HERBERT CULVER	501-281921-002	N/A	SR-42/SR-336	Auto Liability	Settled
Alleged Negligence	3/2/2016	DOUGLAS PALACIOS	501-296329-001	N/A		Auto Liability	Settled
Alleged Negligence	3/2/2016	DOUGLAS PALACIOS	501-296329-002	N/A		Auto Liability	Settled
Alleged Negligence	6/13/2016	COMMUNITY ASPHALT	501-364843-001	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Settled
Alleged Negligence	6/13/2016	Kate Coviano	601-364843-002	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Settled
Alleged Negligence	5/3/2016	Ivan Mendez	501-308358-001	N/A		Auto Liability	Settled
Alleged Negligence	11/06/2015	ROSE GRAHAM	501-448007-001	N/A	FDOT#E-IP98 SR 812 HOOKER HWY.	Auto Liability	Settled
Alleged Negligence	11/03/2015	ROSE GRAHAM	501-448007-002	N/A	FDOT#E-IP98 SR 812 HOOKER HWY.	Auto Liability	Settled
Alleged Negligence	11/03/2015	Berney GRAHAM	501-448007-003	N/A	FDOT#E-IP98 SR 812 HOOKER HWY.	Auto Liability	Settled
Alleged Negligence	11/03/2015	Roxesha GRAHAM	501-448007-004	N/A	FDOT#E-IP98 SR 812 HOOKER HWY.	Auto Liability	Settled
Alleged Negligence	3/01/2016	AKCA DARICI	501-460177-001	N/A	FOOT / 11593 (SR 82) B.MICKALEE	Auto Liability	Settled
Alleged Negligence	4/14/2016	Yenet Murillo	501-521643-004	N/A	SR-500/US 192	Auto Liability	Settled
Alleged Negligence	11/27/2015	American Medical Response	501-569386-001	N/A	We did not own vehicle at time of loss	Auto Liability	Settled
Alleged Negligence	3/31/2014	MAFFEL BARBARA	683-506232-001	N/A		Auto Liability	Settled
Alleged Negligence	3/31/2014	COMMUNITY ASPHALT CORP	683-506232-002	N/A		Auto Liability	Settled
Alleged Negligence	3/13/2014	MASUD ALISHA	683-603053-001	N/A		Auto Liability	Settled
Alleged Negligence	5/14/2014	MORADHUSSEIN	683-611644-001	N/A		Auto Liability	Settled
Alleged Negligence	10/19/2014	ESTEVEZ JANET	683-622216-001	N/A		Auto Liability	Settled
Alleged Negligence	3/13/2014	TOCA JUAN	684-467348-001	N/A		Auto Liability	Settled
Alleged Negligence	1/29/2014	ULLOA ERIC	683-538258-001	N/A		Auto Liability	Settled
Alleged Negligence	8/1/2017	JEV CLEANING INC	501-485163-001	N/A	WEST PALM BEACH	Auto Liability	Settled
Alleged Negligence	11/6/2017	DARNES MESA	501-519718-001	N/A		Auto Liability	Settled
Alleged Negligence	7/17/2017	ALEXANDER CUE	501-676428-001	N/A		Auto Liability	Settled
Alleged Negligence	7/17/2017	ALEXANDER CUE	501-676428-002	N/A		Auto Liability	Settled
Alleged Negligence	3/26/2013	RODRIGUEZ EDITH	683-634550-001	N/A		Auto Liability	Settled
Alleged Negligence	3/21/2013	HERNANDEZ ROBERTO	683-675496-001	N/A		Auto Liability	Settled
Alleged Negligence	8/17/2010	PROSEN MAUREEN	683-477967-001	N/A		Auto Liability	Settled
Alleged Negligence	10/8/2010	STANTON NEAL	683-632934-001	N/A		Auto Liability	Settled
Alleged Negligence	12/18/2011	JACKSON ALBERT	683-472765-003	N/A		Auto Liability	Settled
Alleged Negligence	12/18/2011	JACKSON ALBERT	683-472765-004	N/A		Auto Liability	Settled
Alleged Negligence	5/4/2011	TORRES RAFAEL	683-402497-001	N/A		Auto Liability	Settled
Alleged Negligence	9/3/2011	SALDANA JEIOY	683-434585-001	N/A		Auto Liability	Settled
Alleged Negligence	3/14/2012	POLLANS HARRIS	683-469257-001	N/A		Auto Liability	Settled
Alleged Negligence	4/23/2012	JOHNERO JESUS	683-471448-001	N/A		Auto Liability	Settled
Alleged Negligence	4/23/2012	WARK EDMUND	683-471448-002	N/A		Auto Liability	Settled
Alleged Negligence	6/29/2012	RODRIGUEZ KAYLA	683-485613-001	N/A		Auto Liability	Settled
Alleged Negligence	8/22/2012	NARANJO OVIDIO	683-495600-001	N/A		Auto Liability	Settled
Alleged Negligence	8/22/2012	NARANJO OVIDIO	683-495600-002	N/A		Auto Liability	Settled
Alleged Negligence	8/22/2012	ROQUE ISIS	683-495600-003	N/A		Auto Liability	Settled
Alleged Negligence	1/11/2012	AERIAL WIDE PROTECTIVE	683-516413-001	N/A		Auto Liability	Settled
Alleged Negligence	3/6/2012	JEANBAPTISTE EDDY	684-406630-001	N/A		Auto Liability	Settled
Alleged Negligence	9/6/2012	JEANBAPTISTE EDDY	684-406630-002	N/A		Auto Liability	Settled
Alleged Negligence	9/11/2012	PEREZ ANTONIO	684-407263-001	N/A	CASA SAN JUAN BOSCO	Auto Liability	Settled
Alleged Negligence	9/11/2012	PEREZ ANTONIO	684-407263-002	N/A	CASA SAN JUAN BOSCO	Auto Liability	Settled
Alleged Negligence	1/13/2014	YVETTE SHAFER	501-170657-001	N/A		Auto Liability	Settled
Alleged Negligence	4/15/2015	COLLIN ANTHONY FRASER	501-173645-001	N/A		Auto Liability	Settled
Alleged Negligence	4/15/2015	COLLIN ANTHONY FRASER	501-173645-002	N/A		Auto Liability	Settled
Alleged Negligence	7/20/2015	LORENZO RUIZ	501-204536-001	N/A		Auto Liability	Settled
Alleged Negligence	7/17/2015	Rochelle Pearson	501-204754-001	N/A		Auto Liability	Settled
Alleged Negligence	7/17/2015	Rochelle Pearson	501-204754-002	N/A		Auto Liability	Settled
Alleged Negligence	3/19/2015	Eladio Arencibia	501-215726-001	N/A		Auto Liability	Settled
Alleged Negligence	10/25/2015	Mana Hernandez	501-247340-001	N/A		Auto Liability	Settled
Alleged Negligence	10/25/2015	Fabiola Lozano-Perez	501-247340-002	N/A		Auto Liability	Settled
Alleged Negligence	11/5/2015	Alison Peterson	501-248059-001	N/A	ANNUAL MILLING & RESURFACING	Auto Liability	Settled
Alleged Negligence	11/5/2015	Charles Watson	501-248059-002	N/A	ANNUAL MILLING & RESURFACING	Auto Liability	Settled
Alleged Negligence	11/5/2015	Alison Peterson	501-248059-003	N/A	ANNUAL MILLING & RESURFACING	Auto Liability	Settled
Alleged Negligence	11/30/2015	ROSE GRAHAM	501-255919-001	N/A	FDOT#E-IP98 SR 812 HOOKER HWY	Auto Liability	Settled
Alleged Negligence	11/30/2015	ROSE GRAHAM	501-255919-002	N/A	FDOT#E-IP98 SR 812 HOOKER HWY	Auto Liability	Settled
Alleged Negligence	11/30/2015	Berney GRAHAM	501-255919-003	N/A	FDOT#E-IP98 SR 812 HOOKER HWY.	Auto Liability	Settled
Alleged Negligence	11/30/2015	Roxesha GRAHAM	501-255919-004	N/A	FDOT#E-IP98 SR 812 HOOKER HWY	Auto Liability	Settled
Alleged Negligence	12/1/2015	Maylin Medina	501-259383-001	N/A		Auto Liability	Settled
Alleged Negligence	12/1/2015	Maylin Medina	501-259383-002	N/A		Auto Liability	Settled
Alleged Negligence	1/25/2016	Ellis Tash	501-285649-001	N/A		Auto Liability	Settled
Alleged Negligence	3/11/2016	ERICKA BARRETO	501-299233-001	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Settled
Alleged Negligence	3/11/2016	ERICKA BARRETO	501-299233-002	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Settled
Alleged Negligence	3/11/2016	Alexandro BARRETO	501-299233-003	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Settled
Alleged Negligence	4/14/2016	AMERICAN PURCHASING CORP	501-314519-001	N/A	SR-500/US 192	Auto Liability	Settled
Alleged Negligence	4/26/2016	Lars Kisel	501-316769-001	N/A		Auto Liability	Settled
Alleged Negligence	3/01/2016	AKCA DARICI	501-330643-001	N/A	FOOT / 11593 (SR 82) B.MICKALEE	Auto Liability	Settled
Alleged Negligence	6/2/2016	Olga Alzamendi	501-332599-001	N/A	COLLIER COUNTY B.O.C.C. COLLIE	Auto Liability	Settled
Alleged Negligence	8/2/2016	Marcel Alzamendi	501-332599-002	N/A	COLLIER COUNTY B.O.C.C. COLLIE	Auto Liability	Settled
Alleged Negligence	7/29/2016	TAMMY CLARK	501-361537-001	N/A	FOOT - SR -715 BELLE GLADE TO	Auto Liability	Settled
Alleged Negligence	7/29/2016	SEVIELE THOMAS	501-361537-002	N/A	FOOT - SR -715 BELLE GLADE TO	Auto Liability	Settled
Alleged Negligence	7/29/2016	GUILLERMO ORTIZ	501-361537-003	N/A	FOOT - SR -715 BELLE GLADE TO	Auto Liability	Settled
Alleged Negligence	7/29/2016	SYLVIA JONES	501-361537-004	N/A	FOOT - SR -715 BELLE GLADE TO	Auto Liability	Settled
Alleged Negligence	8/3/2016	JONATHAN HUTCHINSON	501-371661-001	N/A	SR-416 (OAKLAND PARK BLVD.)	Auto Liability	Settled
Alleged Negligence	8/3/2016	JONATHAN HUTCHINSON	501-371661-002	N/A	SR-416 (OAKLAND PARK BLVD.)	Auto Liability	Settled
Alleged Negligence	10/13/2016	TEMIS TORRES	501-385312-001	N/A	SR-42U-75 EXPRESS LANES	Auto Liability	Settled
Alleged Negligence	10/13/2016	TEMIS TORRES	501-386312-002	N/A	SR-826/75 EXPRESS LANES	Auto Liability	Settled
Alleged Negligence	11/9/2016	Gulf Shere Coating Inc.	501-397740-001	N/A	COLLIER COUNTY B.O.C.C. COLLIE	Auto Liability	Settled
Alleged Negligence	12/26/2016	MELISSA BAILEY	501-409759-001	N/A	FOOT # E1P34.1-55 INTERCHANGE	Auto Liability	Settled
Alleged Negligence	2/23/2016	GWENDOLYN BAILEY	501-409759-004	N/A	FOOT # E1P34.1-55 INTERCHANGE	Auto Liability	Settled
Alleged Negligence	5/9/2014	Mark Lytker	501-413131-001	N/A	PLANT - FORT MYERS	Auto Liability	Settled
Alleged Negligence	5/9/2014	Mason Lytker	501-413131-002	N/A	PLANT - FORT MYERS	Auto Liability	Settled
Alleged Negligence	5/9/2014	James Barnes	501-413131-003	N/A	PLANT - FORT MYERS	Auto Liability	Settled

Alleged Negligence	1/2/2015	YEHUJAH CHOI/SKY	501-436073-001	N/A	PALM BEACH COUNTY - LANTANA AI	Auto Liability	Settled
Alleged Negligence	10/18/2016	JACEK SOBZAK	501-672072-001	N/A	COLLIER COUNTY B.O.C.C./COLLIE	Auto Liability	Settled
Alleged Negligence	4/7/2014	ALAMO FINANCING LP	683-607103-001	N/A		Auto Liability	Settled
Alleged Negligence	4/7/2014	MARCHETTI JAVIER	683-607103-002	N/A		Auto Liability	Settled
Alleged Negligence	3/21/2014	MARTINEZ MARCELO	683-507870-001	N/A		Auto Liability	Settled
Alleged Negligence	3/21/2014	MARTINEZ ANNA	683-607870-002	N/A		Auto Liability	Settled
Alleged Negligence	3/21/2014	COMMUNITY ASPHALT	683-607870-003	N/A		Auto Liability	Settled
Alleged Negligence	5/6/2014	CULVER HERBERT	683-611291-001	N/A	SR-426SR-636	Auto Liability	Settled
Alleged Negligence	5/31/2014	GARCIA GABRIEL	683-611473-001	N/A		Auto Liability	Settled
Alleged Negligence	5/31/2014	GARCIA GABRIEL	683-611473-002	N/A		Auto Liability	Settled
Alleged Negligence	3/5/2014	VIERA ERNESTO	683-611491-002	N/A		Auto Liability	Settled
Alleged Negligence	8/29/2014	MORALES ALYSON	683-61587-001	N/A		Auto Liability	Settled
Alleged Negligence	8/29/2014	MORALES ALYSON	683-61587-002	N/A		Auto Liability	Settled
Alleged Negligence	4/1/2014	SARMENTO CARLOS	683-621670-001	N/A		Auto Liability	Settled
Alleged Negligence	10/17/2014	COLEMAN MELISSA	683-622246-001	N/A		Auto Liability	Settled
Alleged Negligence	10/17/2014	PEREZ HUGO	683-622246-003	N/A		Auto Liability	Settled
Alleged Negligence	10/17/2014	LACAYO BOLANOS MAURICIO	683-622246-004	N/A		Auto Liability	Settled
Alleged Negligence	10/17/2014	HAN FENG	683-622246-005	N/A		Auto Liability	Settled
Alleged Negligence	10/17/2014	LACAYO LILA	683-622246-006	N/A		Auto Liability	Settled
Alleged Negligence	10/17/2014	COREA IVANIA	683-622246-007	N/A		Auto Liability	Settled
Alleged Negligence	10/24/2014	HAUSE HILARY	683-622668-001	N/A		Auto Liability	Settled
Alleged Negligence	10/24/2014	HAUSE HILARY	683-622668-002	N/A		Auto Liability	Settled
Alleged Negligence	10/24/2014	HAUSE JORDAN	683-622668-003	N/A		Auto Liability	Settled
Alleged Negligence	10/24/2014	WEISS SIDNEY	683-622668-004	N/A		Auto Liability	Settled
Alleged Negligence	11/7/2014	BAYONA DONNY	683-623536-001	N/A		Auto Liability	Settled
Alleged Negligence	11/12/2014	RUIZ HIRAN	683-623536-001	N/A		Auto Liability	Settled
Alleged Negligence	11/14/2014	PC AUTO CARRIER	683-625193-001	N/A		Auto Liability	Settled
Alleged Negligence	12/16/2014	MIND AND BRAIN CARE LLC	683-625955-001	N/A		Auto Liability	Settled
Alleged Negligence	12/16/2014	LOPEZ MABEL	683-625955-002	N/A		Auto Liability	Settled
Alleged Negligence	2/27/2015	RIVERA ANTONETTE	683-626830-001	N/A		Auto Liability	Settled
Alleged Negligence	3/13/2014	TOCA JUAN	684-463870-001	N/A		Auto Liability	Settled
Alleged Negligence	1/13/2017	DONNA NANAN	501-424747-001	N/A	DESIGN BUILD I-75 EXPRESS	Auto Liability	Settled
Alleged Negligence	1/13/2017	DONNA NANAN	501-424747-002	N/A	DESIGN BUILD I-75 EXPRESS	Auto Liability	Settled
Alleged Negligence	2/1/2017	THAROS CORPORATION	501-425758-001	N/A		Auto Liability	Settled
Alleged Negligence	3/30/2017	CODY HALL	501-444682-001	N/A	INDIAN RIVER COUNTY	Auto Liability	Settled
Alleged Negligence	3/28/2017	FABIAN LABOSSIERE	501-445723-001	N/A	SR-845 - (Powadine Rd NW 9th Ave)	Auto Liability	Settled
Alleged Negligence	3/28/2017	RICHARD PEREZ	501-445723-003	N/A	SR-845 - (Powadine Rd NW 9th Ave)	Auto Liability	Settled
Alleged Negligence	4/11/2017	PU HOLDING CORP	501-451819-001	N/A	SAMPLE ROAD RAMP IMPROVEMENTS	Auto Liability	Settled
Alleged Negligence	4/11/2017	MIGUEL CABA	501-451819-002	N/A	SAMPLE ROAD RAMP IMPROVEMENTS	Auto Liability	Settled
Alleged Negligence	8/26/2017	Richard Jackson	501-495350-001	N/A		Auto Liability	Settled
Alleged Negligence	10/6/2017	CHRISTOPHER ROMAN	501-512074-001	N/A	DESIGN BUILD SR-7 / US 441	Auto Liability	Settled
Alleged Negligence	12/12/2013	RONALDO MENEGUSSI	501-222442-001	N/A		Auto Liability	Settled
Alleged Negligence	3/23/2013	LOPEZ MALISSA	683-637728-001	N/A		Auto Liability	Settled
Alleged Negligence	4/7/2013	CARDENAS GISELA	683-639048-001	N/A		Auto Liability	Settled
Alleged Negligence	4/1/2013	SMALL JENNIFER	683-639048-002	N/A		Auto Liability	Settled
Alleged Negligence	4/1/2013	COMMUNITY ASPHALT CORP	683-639048-003	N/A		Auto Liability	Settled
Alleged Negligence	4/1/2013	LEGOUX MIGUEL	683-639048-004	N/A		Auto Liability	Settled
Alleged Negligence	4/1/2013	SMALL JENNIFER	683-639048-005	N/A		Auto Liability	Settled
Alleged Negligence	3/28/2013	RODRIGUEZ EDITH	683-639260-001	N/A		Auto Liability	Settled
Alleged Negligence	3/28/2013	RODRIGUEZ EDITH	683-639260-002	N/A		Auto Liability	Settled
Alleged Negligence	5/26/2013	ROZHOESTVENSKIY SERGEY	683-657046-001	N/A		Auto Liability	Settled
Alleged Negligence	7/11/2013	LEVIS H GREEN ASSOC INC	683-668160-001	N/A		Auto Liability	Settled
Alleged Negligence	9/25/2013	CATANAGH JEFFREY	683-679051-001	N/A		Auto Liability	Settled
Alleged Negligence	10/18/2013	COMMUNITY ASPHALT CORP	683-682843-001	N/A		Auto Liability	Settled
Alleged Negligence	10/18/2013	SCULLY MARCIA LAINE	683-682843-002	N/A		Auto Liability	Settled
Alleged Negligence	10/18/2013	SCULLY MATTHEW	683-682843-003	N/A		Auto Liability	Settled
Alleged Negligence	10/19/2013	ADAMS LAQUITA A	683-682843-004	N/A		Auto Liability	Settled
Alleged Negligence	1/26/2013	GANCECO LUMBER COMPANY INC	683-616630-001	N/A		Auto Liability	Settled
Alleged Negligence	1/4/2010	NICHOLAS VARRIA	683-316506-001	N/A		Auto Liability	Settled
Alleged Negligence	2/12/2010	JOSEPH WADLEY JAYDEN	683-320135-001	N/A		Auto Liability	Settled
Alleged Negligence	3/16/2010	CALHOUN BONNIE	683-320926-001	N/A		Auto Liability	Settled
Alleged Negligence	3/31/2010	NAGEL RACHEL	683-330102-001	N/A		Auto Liability	Settled
Alleged Negligence	3/1/2010	WYNN CHARLENE	683-330347-001	N/A		Auto Liability	Settled
Alleged Negligence	2/27/2010	CORTEZ ROBIN	683-338384-001	N/A		Auto Liability	Settled
Alleged Negligence	6/7/2010	BAILIN SARAH	683-352629-001	N/A		Auto Liability	Settled
Alleged Negligence	8/17/2010	PROSEN MAUPEEN	683-360628-001	N/A		Auto Liability	Settled
Alleged Negligence	8/17/2010	PROSEN MAUPEEN	683-360628-002	N/A		Auto Liability	Settled
Alleged Negligence	10/27/2016	TALAL AHYAD	683-367326-001	N/A		Auto Liability	Settled
Alleged Negligence	10/27/2016	TALAL AHYAD	683-367326-002	N/A		Auto Liability	Settled
Alleged Negligence	9/24/2010	LAROSE MATINE	683-374959-001	N/A		Auto Liability	Settled
Alleged Negligence	9/24/2010	LAROSE MATINE	683-374959-002	N/A		Auto Liability	Settled
Alleged Negligence	10/8/2010	STANTON NEAL	683-393891-001	N/A		Auto Liability	Settled
Alleged Negligence	3/17/2011	JOHN JENNIFER	683-393891-001	N/A		Auto Liability	Settled
Alleged Negligence	8/10/2011	MAROLO STANLEY	683-431626-001	N/A		Auto Liability	Settled
Alleged Negligence	9/9/2011	APARICIO JOSE P	683-433691-001	N/A	FROD1SR-7 (US-441) TO 44TH AVE	Auto Liability	Settled
Alleged Negligence	9/9/2011	COMMUNITY ASPHALT CORP	683-433691-002	N/A	FROD1SR-7 (US-441) TO 44TH AVE	Auto Liability	Settled
Alleged Negligence	9/28/2011	MARTINEZ ERNESTO	683-433695-001	N/A		Auto Liability	Settled
Alleged Negligence	10/6/2011	NAVARETTE JOSE	683-439273-001	N/A		Auto Liability	Settled
Alleged Negligence	10/29/2011	NAVARETTE DIEGO	683-439273-002	N/A		Auto Liability	Settled
Alleged Negligence	10/29/2011	NAVARETTE JOSE	683-439273-003	N/A		Auto Liability	Settled
Alleged Negligence	5/17/2011	ELIA JERRY	683-499767-001	N/A		Auto Liability	Settled
Alleged Negligence	9/28/2011	DEONTRA WILLIAMS	501-588032-001	N/A	SR-91 WIDEN FROM N OF SUNRISE	General Liability	Settled
Alleged Negligence	4/6/2011	ACOSTA ADA	683-625510-001	N/A		General Liability	Settled
Alleged Negligence	12/2/2011	SCHULMAN JOCELYN	683-631542-001	N/A		General Liability	Settled
Alleged Negligence	2/22/2014	THIOTHY ZEMAN	501-545407-001	N/A		General Liability	Settled
Alleged Negligence	12/31/2013	MJ HOMES OF WEST PALM BEACH	501-620733-001	N/A	Palm Beach Project	General Liability	Settled
Alleged Negligence	2/4/2015	Florida Dept of Transportation	501-130228-001	N/A		General Liability	Settled
Alleged Negligence	8/10/2014	JUANIA MOYA GARRIDO	501-140103-001	N/A		General Liability	Settled
Alleged Negligence	3/14/2015	UNKNOWN UNKNOWN	501-533922-001	N/A		General Liability	Settled
Alleged Negligence	10/29/2014	Deborah De'mour	501-175078-001	N/A		General Liability	Settled
Alleged Negligence	8/5/2015	James Duberstein	501-214709-001	N/A	ANNUAL MILLING & RESURFACING	General Liability	Settled
Alleged Negligence	8/5/2015	James Duberstein	501-214709-002	N/A	ANNUAL MILLING & RESURFACING	General Liability	Settled
Alleged Negligence	8/1/2015	DIANE JACOBS	501-224680-001	N/A		General Liability	Settled
Alleged Negligence	8/1/2015	DIANE JACOBS	501-224680-002	N/A		General Liability	Settled
Alleged Negligence	7/16/2015	Terrence Jones	501-232738-001	N/A	T6376 S-7 NWTHAVE FROM NW 3	General Liability	Settled
Alleged Negligence	3/13/2015	JORGE CRINEIRO	501-232756-001	N/A	SR 326 PALMETTO EXPY	General Liability	Settled
Alleged Negligence	3/13/2015	GLICERIA MACIAS	501-232756-002	N/A	SR 326 PALMETTO EXPY	General Liability	Settled
Alleged Negligence	11/24/2015	GYPSEY NATHALIA CARCIA	501-259842-001	N/A	SR-426/SR-836	General Liability	Settled
Alleged Negligence	11/24/2015	GYPSEY NATHALIA CARCIA	501-259842-002	N/A	SR-426/SR-836	General Liability	Settled
Alleged Negligence	11/24/2015	ALFREDO MARTINEZ	501-259842-003	N/A	SR-426/SR-836	General Liability	Settled
Alleged Negligence	12/8/2015	ERIC ELBAZ	501-263613-001	N/A		General Liability	Settled

Alleged Negligence	12/15/2015	Noah Hernandez	501-264254-001	N/A		General Liability	Settled
Alleged Negligence	12/11/2015	ITSUMI SUMITOMO INSURANCE	501-270900-001	N/A		General Liability	Settled
Alleged Negligence	12/13/2015	QEBORAH DAGGETT	501-276131-001	N/A	COLLIER COUNTY B.O.C.C./COLLIE	General Liability	Settled
Alleged Negligence	4/7/2016	Dean Vano	501-309918-001	N/A	DESIGN BUILD I-75 EXPRESS	General Liability	Settled
Alleged Negligence	4/7/2016	Dean Vano	501-309918-002	N/A	DESIGN BUILD I-75 EXPRESS	General Liability	Settled
Alleged Negligence	7/29/2014	Estate of Alberto Dubroscq	501-326706-001	N/A	ALL ELECTRONIC TOLLING (AET)	General Liability	Settled
Alleged Negligence	7/19/2014	REGINALD ALLEN	501-327060-001	N/A		General Liability	Settled
Alleged Negligence	4/1/2016	Camia Jerome	501-327074-001	N/A	DESIGN BUILD SR-7 / US-141	General Liability	Settled
Alleged Negligence	8/3/2015	MARGARET BRYANT	501-361578-001	N/A	16376 S-7 N/17TH AVE. FROM NW 3	General Liability	Settled
Alleged Negligence	8/3/2015	Margaret Bryant NP	501-361578-002	N/A	16376 S-7 N/17TH AVE. FROM NW 3	General Liability	Settled
Alleged Negligence	1/29/2015	LAVRENCE FIORENTINO	501-371664-001	N/A	COLLIER COUNTY B.O.C.C./COLLIE	General Liability	Settled
Alleged Negligence	1/29/2015	DARLENE DAVIES	501-371664-002	N/A	COLLIER COUNTY B.O.C.C./COLLIE	General Liability	Settled
Alleged Negligence	8/12/2016	ALYSON KAPLAN	501-377721-001	N/A	SR-A1A/OCEAN DRIVE FROM SE 3RD	General Liability	Settled
Alleged Negligence	8/12/2016	ALYSON KAPLAN	501-377721-002	N/A	SR-A1A/OCEAN DRIVE FROM SE 3RD	General Liability	Settled
Alleged Negligence	8/12/2016	JESSE ALEXANDER	501-377721-003	N/A	SR-A1A/OCEAN DRIVE FROM SE 3RD	General Liability	Settled
Alleged Negligence	7/12/2016	AT&T	501-416129-001	N/A	DESIGN BUILD SR-7 / US 441	General Liability	Settled
Alleged Negligence	12/16/2016	MICHAEL FURELON	501-418217-001	N/A		General Liability	Settled
Alleged Negligence	10/16/2016	Michael Reid	501-418217-001	N/A		General Liability	Settled
Alleged Negligence	1/16/2016	GRACHAN SMITH	501-427445-001	N/A	DESIGN BUILD SR-7 / US 441	General Liability	Settled
Alleged Negligence	2/17/2015	AUGUSTO ALVARADO	501-444715-001	N/A	PALM BEACH COUNTY - LANTANA AI	General Liability	Settled
Alleged Negligence	2/17/2015	AUGUSTO ALVARADO	501-444715-002	N/A	PALM BEACH COUNTY - LANTANA AI	General Liability	Settled
Alleged Negligence	2/17/2015	IRNA ALVARADO	501-444715-003	N/A	PALM BEACH COUNTY - LANTANA AI	General Liability	Settled
Alleged Negligence	2/17/2015	Ricardo ALVARADO	501-444715-004	N/A	PALM BEACH COUNTY - LANTANA AI	General Liability	Settled
Alleged Negligence	12/15/2015	ANGELICA ODOV	501-459809-002	N/A	INDIAN RIVER COUNTY	General Liability	Settled
Alleged Negligence	8/14/2016	NICK SORIAL	501-477282-001	N/A	SR-423 (FLAMING RD)	General Liability	Settled
Alleged Negligence	8/14/2016	NICK NP SORIAL NP	501-477282-003	N/A	SR-423 (FLAMING RD)	General Liability	Settled
Alleged Negligence	12/15/2015	ANGELIA COOM	501-566245-002	N/A	INDIAN RIVER COUNTY	General Liability	Settled
Alleged Negligence	4/1/2017	JUAN FIGUEROA	501-453829-001	N/A	DESIGN BUILD SR-7 / US 441	General Liability	Settled
Alleged Negligence	4/1/2017	Jorge Martinez	501-453829-003	N/A	DESIGN BUILD SR-7 / US 441	General Liability	Settled
Alleged Negligence	1/11/2017	ROB ROTH	501-527173-001	N/A	SR 656 (17TH STREET CAUSEWAY)	General Liability	Settled
Alleged Negligence	1/11/2017	ROB ROTH	501-527173-002	N/A	SR 656 (17TH STREET CAUSEWAY)	General Liability	Settled
Alleged Negligence	5/31/2017	LAUREN TOWER	501-538197-001	N/A	COLLIER COUNTY B.O.C.C./COLLIE	General Liability	Settled
Alleged Negligence	1/13/2017	ROBERT MEADOR	501-538406-001	N/A	INDIAN RIVER COUNTY	General Liability	Settled
Alleged Negligence	12/31/2017	UNKNOWN UNKNOWN	501-540695-001	N/A	INDIAN RIVER COUNTY	General Liability	Settled
Alleged Negligence	12/31/2017	DEVI SINGH	501-540695-002	N/A	INDIAN RIVER COUNTY	General Liability	Settled
Alleged Negligence	10/14/2017	WADE TALBOT	501-557119-001	N/A	INDIAN RIVER COUNTY	General Liability	Settled
Alleged Negligence	8/23/2017	NICOLE ANN MARIE WALKER-ROYES	501-557342-001	N/A	DESIGN BUILD I-75 EXPRESS	General Liability	Settled
Alleged Negligence	8/23/2017	NICOLE ANN MARIE WALKER-ROYES	501-557342-002	N/A	DESIGN BUILD I-75 EXPRESS	General Liability	Settled
Alleged Negligence	12/31/2016	MICHOMES OF WEST PALM BEACH	501-557346-001	N/A	Paluma Project	General Liability	Settled
Alleged Negligence	2/23/2012	MARTINEZ WALTER	683-467825-001	N/A		General Liability	Settled
Alleged Negligence	2/23/2012	MARTINEZ WALTER	683-467825-002	N/A		General Liability	Settled
Alleged Negligence	3/11/2012	RANOTAR JUTHIKA	683-611000-001	N/A		General Liability	Settled
Alleged Negligence	3/11/2012	RHYMAUN BRITTANY	683-611000-002	N/A		General Liability	Settled
Alleged Negligence	3/8/2012	FACCIUTO ROSSANA	683-616928-001	N/A		General Liability	Settled
Alleged Negligence	2/16/2012	LAIKE SHERRY	683-642178-001	N/A		General Liability	Settled
Alleged Negligence	1/5/2012	PLOTKIN BRAD	683-640509-001	N/A		General Liability	Settled
Alleged Negligence	1/5/2012	PLOTKIN BRAD	683-640608-002	N/A		General Liability	Settled
Alleged Negligence	6/25/2016	UNKNOWN UNKNOWN	683-345084-001	N/A		General Liability	Settled
Alleged Negligence	4/10/2011	MAXWELL GARY	683-363185-001	N/A		General Liability	Settled
Alleged Negligence	4/25/2010	MAXWELL APRIL	683-363185-002	N/A		General Liability	Settled
Alleged Negligence	4/25/2010	MAXWELL GARY	683-363185-003	N/A		General Liability	Settled
Alleged Negligence	2/20/2010	TRUJILLO LEVAY	683-375213-001	N/A		General Liability	Settled
Alleged Negligence	2/20/2010	TRUJILLO LEVAY	683-375213-002	N/A		General Liability	Settled
Alleged Negligence	1/13/2010	VENDEZ LUIS	683-375644-001	N/A		General Liability	Settled
Alleged Negligence	1/12/2010	LUKEI DAVID	683-376644-002	N/A		General Liability	Settled
Alleged Negligence	8/6/2010	KALISH ALLAN	683-487620-001	N/A		General Liability	Settled
Alleged Negligence	9/26/2011	DEONTA WILLIAMS	501-102605-001	N/A	SR-91 WIDEN FROM N OF SUNRISE	General Liability	Settled
Alleged Negligence	9/26/2011	DEONTA WILLIAMS DJ	501-1097002-001	N/A	SR-91 WIDEN FROM N OF SUNRISE	General Liability	Settled
Alleged Negligence	9/12/2011	JACQUELINE LLOYD	501-470815-001	N/A		General Liability	Settled
Alleged Negligence	9/12/2011	JACQUELINE LLOYD	501-470815-002	N/A		General Liability	Settled
Alleged Negligence	4/1/2011	LAWSON VIRGINIA	683-400306-001	N/A		General Liability	Settled
Alleged Negligence	6/30/2011	GILDANIEL	683-413442-001	N/A		General Liability	Settled
Alleged Negligence	6/30/2011	GILDANIEL	683-418442-002	N/A		General Liability	Settled
Alleged Negligence	4/16/2011	ACOSTA ADA	683-442051-001	N/A		General Liability	Settled
Alleged Negligence	12/2/2011	SCHUMAN JOCELYN	683-446581-001	N/A		General Liability	Settled
Alleged Negligence	12/2/2011	SCHUMAN JOCELYN	683-446651-002	N/A		General Liability	Settled
Alleged Negligence	6/30/2011	AT&T	683-460605-001	N/A		General Liability	Settled
Alleged Negligence	10/1/2011	BUCCOLATI MARIA	683-475726-001	N/A		General Liability	Settled
Alleged Negligence	5/11/2011	ZENTAB KYLA	683-475833-001	N/A		General Liability	Settled
Alleged Negligence	3/10/2011	HAGSY BRENT	683-501770-002	N/A		General Liability	Settled
Alleged Negligence	12/8/2011	OWEN PAUL	683-607670-001	N/A	SR-934 (71ST STREET)	General Liability	Settled
Alleged Negligence	128/2011	OWENS DJPAUL	683-642379-001	N/A	SR-934 (71ST STREET)	General Liability	Settled
Alleged Negligence	4/6/2014	RONALD SALLERID	501-036026-001	N/A		General Liability	Settled
Alleged Negligence	4/6/2014	John Barber	501-036026-002	N/A		General Liability	Settled
Alleged Negligence	4/6/2014	Callieann Sclams	501-036026-003	N/A		General Liability	Settled
Alleged Negligence	4/7/2014	CHAMITY FIGUEROA	501-051546-001	N/A		General Liability	Settled
Alleged Negligence	2/13/2014	CENTURY LINK	501-119552-001	N/A	COLLIER COUNTY B.O.C.C./SR 90	General Liability	Settled
Alleged Negligence	2/5/2014	ANNE MCLELLAND	501-119549-001	N/A	SR-A1A (COLLINS AVE)	General Liability	Settled
Alleged Negligence	2/16/2012	LAIKE SHERRY	683-463744-001	N/A		General Liability	Settled
Alleged Negligence	2/16/2012	LAIKE SHERRY	683-463744-002	N/A		General Liability	Settled
Alleged Negligence	9/21/2012	SOUICIE JOSEPH	683-504946-001	N/A		General Liability	Settled
Alleged Negligence	9/21/2012	ROZNAK KATHERINE	683-504946-002	N/A		General Liability	Settled
Alleged Negligence	9/21/2012	SOUICIE JOSEPH	683-504946-003	N/A		General Liability	Settled
Alleged Negligence	8/24/2012	CAICEDO IVAN	683-510759-001	N/A		General Liability	Settled
Alleged Negligence	8/24/2012	CAICEDO IVAN(NP)	683-510759-002	N/A		General Liability	Settled
Alleged Negligence	5/9/2012	UNKNOWN	683-518957-001	N/A		General Liability	Settled
Alleged Negligence	4/2/2012	COMCAST	683-520763-001	N/A		General Liability	Settled
Alleged Negligence	3/11/2012	RANOTAR JUTHIKA	683-524676-001	N/A		General Liability	Settled
Alleged Negligence	3/11/2012	RHYMAUN BRITTANY	683-524676-002	N/A		General Liability	Settled
Alleged Negligence	1/15/2012	TAHAN BRAD	683-527815-001	N/A		General Liability	Settled
Alleged Negligence	7/11/2012	COMCAST	683-565426-001	N/A		General Liability	Settled
Alleged Negligence	2/12/2012	TECO GAS	683-565494-001	N/A		General Liability	Settled
Alleged Negligence	1/18/2012	TECO GAS	683-565607-001	N/A		General Liability	Settled
Alleged Negligence	2/13/2012	BERNAL SEBASTIAN	683-586629-001	N/A		General Liability	Settled
Alleged Negligence	3/8/2012	FACCIUTO ROSSANA	683-605086-001	N/A		General Liability	Settled
Alleged Negligence	10/10/2012	RODRIGUEZ JOSE	684-425475-001	N/A		General Liability	Settled
Alleged Negligence	6/21/2013	ALEX PAY	501-144392-001	N/A	SR-997 KROCK AVENUE/SW 17TH AV	General Liability	Settled
Alleged Negligence	12/12/2013	A.S.P. Solutions LLC	501-225188-001	N/A		General Liability	Settled
Alleged Negligence	3/1/2013	FROLE LORIANE	683-547394-001	N/A	SR-A1A (OCEAN DRIVE)	General Liability	Settled
Alleged Negligence	3/8/2013	SANCHEZ LISAMANN	683-634985-001	N/A	TURNPIKE SERVICE PLAZAS IARELL	General Liability	Settled
Alleged Negligence	3/8/2013	SANCHEZ LISAMANN	683-647188-001	N/A	TURNPIKE SERVICE PLAZAS IARELL	General Liability	Settled

Alleged Negligence	1/22/2013	OLIVA VARIA	684-457241-001	N/A			General Liability	Settled
Alleged Negligence	8/14/2018	PEREZ RAMEL T	FDW6177	N/A		RESURFACE FLORIDAS TURNPIKE	Auto Liability	Settled
Alleged Negligence	8/14/2018	PEREZ RAMEL T	FDW6177	N/A		RESURFACE FLORIDAS TURNPIKE	Auto Liability	Settled
Alleged Negligence	11/18/2018	SIMON SAMUEL C	A3C2028	N/A		SR 91-251 AND I-95	Auto Liability	Settled
Alleged Negligence	4/7/2018	MOREJON RAMOS JULIO	EZR1880	N/A		WEST PALM BEACH PLANT	Auto Liability	Settled
Alleged Negligence	4/7/2018	MOREJON RAMOS JULIO	EZR1880	N/A		WEST PALM BEACH PLANT	Auto Liability	Settled
Alleged Negligence	4/7/2018	MOREJON RAMOS JULIO	EZR1880	N/A		WEST PALM BEACH PLANT	Auto Liability	Settled
Alleged Negligence	5/16/2018	ROBAIHA RAMOS ORLANDO	EZR2291	N/A		SR-8261-75 EXPRESS LANES	Auto Liability	Settled
Alleged Negligence	5/16/2018	ROBAIHA RAMOS ORLANDO	EZR2291	N/A		SR-8261-75 EXPRESS LANES	Auto Liability	Settled
Alleged Negligence	12/19/2018	WRIGHT THOMAS	EZR1568	N/A		WEST PALM BEACH PLANT	Auto Liability	Settled
Alleged Negligence	1/19/2018	MARTIN ANTONIO R	EZF9573	N/A		MIAMI DADE SHOP	Auto Liability	Settled
Alleged Negligence	10/2/2018	UNIK LUNK	FAL3576	N/A		75 EXPRESS SEGMENTS A&B	Auto Liability	Settled
Alleged Negligence	10/2/2018	UNIK LUNK	FAL3576	N/A		75 EXPRESS SEGMENTS A&B	Auto Liability	Settled
Alleged Negligence	7/24/2018	EMASTERLESTER	FDW3228	N/A		SR 856 (17TH STREET CAUSEWAY)	Auto Liability	Settled
Alleged Negligence	7/24/2018	EMASTERLESTER	FDW3228	N/A		SR 856 (17TH STREET CAUSEWAY)	Auto Liability	Settled
Alleged Negligence	8/10/2018	RODRIGUEZ BLUZEZ	FDW5082	N/A		SUNRISE BLVD/TPK INTERCHANGE MODIFICATION	Auto Liability	Settled
Alleged Negligence	8/10/2018	RODRIGUEZ BLUZEZ	FDW5082	N/A		SUNRISE BLVD/TPK INTERCHANGE MODIFICATION	Auto Liability	Settled
Alleged Negligence	9/19/2018	BAXTER ANDREW	FDW7286	N/A		95 INTERCHANGE IMPROVEMENTS	Auto Liability	Settled
Alleged Negligence	9/25/2018	CURIEL LEONARDO J	FDW9136	N/A		SR 858 HALLANDALE BEACH BLVD	Auto Liability	Settled
Alleged Negligence	9/29/2018	AVILA EDUARDO E	FEV0035	N/A		DADE TRUCK BASE	Auto Liability	Settled
Alleged Negligence	1/13/2019	LASAGA RIGOBERTO M	FEV7699	N/A		HAULING DEPT.-WEST PALM BEACH	Auto Liability	Settled
Alleged Negligence	1/13/2019	LASAGA RIGOBERTO M	FEV7699	N/A		HAULING DEPT.-WEST PALM BEACH	Auto Liability	Settled
Alleged Negligence	2/14/2019	MARZOTA HERRERA G RIBALD	FEV8294	N/A		SR-505-1	Auto Liability	Settled
Alleged Negligence	3/5/2019	VISCAINO CORREA REYNALDO	FKE0763	N/A		MIAMI DADE SHOP	Auto Liability	Settled
Alleged Negligence	2/16/2019	RAMOS JORGE	FKE1984	N/A		HAULING DEPT.-WEST PALM BEACH	Auto Liability	Settled
Alleged Negligence	4/13/2019	FENELON GLADIMIR	FKE2781	N/A		95 INTERCHANGE IMPROVEMENTS	Auto Liability	Settled
Alleged Negligence	4/13/2019	FENELON GLADIMIR	FKE2781	N/A		95 INTERCHANGE IMPROVEMENTS	Auto Liability	Settled
Alleged Negligence	4/30/2019	KLOTZER ROBERT L	FKE3986	N/A		PAVING VERO BEACH	Auto Liability	Settled
Alleged Negligence	4/13/2019	PAENZUELA OSVANY	FKE4346	N/A		DADE TRUCK BASE	Auto Liability	Settled
Alleged Negligence	5/14/2019	PETERSON ROBERT	FKE5285	N/A		DEL PRADO BLVD FY 2018 RESURF	Auto Liability	Settled
Alleged Negligence	3/27/2019	SCOTT ROBERT	FKE5797	N/A		HAULING DEPARTMENT-VERO	Auto Liability	Settled
Alleged Negligence	5/29/2019	Rojas Elias	FKE6525	N/A		HAULING DEPT.-WEST PALM BEACH	Auto Liability	Settled
Alleged Negligence	4/7/2019	JONTIFF SCOTT	EFS2454	N/A		DESIGN BUILD SR-71US 441	General Liability	Settled
Alleged Negligence	6/5/2018	GONZALEZ DELGADO BLAS M	EFS0467	N/A		75 EXPRESS SEGMENTS A&B	General Liability	Settled
Alleged Negligence	4/30/2018	CRUZ ANTONIO	EFS0468	N/A		SR91 TURNPIKE	General Liability	Settled
Alleged Negligence	3/27/2018	CLIVER ERICA	EFS0662	N/A		DESIGN BUILD SR-71US 441	General Liability	Settled
Alleged Negligence	3/27/2018	CLIVER ERICA	EFS0662	N/A		DESIGN BUILD SR-71US 441	General Liability	Settled
Alleged Negligence	8/31/2018	CORNELL CAMILO NOELIA	EFS0771	N/A		75 EXPRESS SEGMENTS A&B	General Liability	Settled
Alleged Negligence	8/31/2018	CORNELL CAMILO NOELIA	EFS0771	N/A		75 EXPRESS SEGMENTS A&B	General Liability	Settled
Alleged Negligence	8/21/2018	CONTAGNINO JEROME H	EFS0793	N/A		CAPE CORAL LOCAL ROAD RESURFACING FY 2018	General Liability	Settled
Breach of Contract	10/12/2017	Coats Concrete Construction, Inc.	SO-2017-CA-011267-XXXX-1/B AF	Palm Beach County Circuit Court		SR-715 from SR 717 to SR 15	Coats seeking payment for alleged extra work	Pending Settlement
Breach of Contract	6/4/2018	Stojum, Inc.	18-CA-425-P	Monroe County Circuit Court		Hurricane Irma debris removal	Alleged failure to clear leased premises of trees and vegetation	Settled
Breach of Contract	N/A	Providon	N/A	Florida		Providon Construction- Palm Street	Seeking to recover damages from surety of terminated subcontractor	Pending Settlement
Breach of Contract	N/A	Wartman	N/A	Florida		I-75 Segment AB	Seeking additional cost resulting from designer's errors and omissions on DB project	Pending Settlement
Breach of Contract	N/A	Pericon	N/A	Florida		I-75 Segment AB	Seeking to recover damages from subcontractor for cost of repairing defective work	Pending Settlement
Breach of Contract	N/A	Anchor Western	N/A	Florida		Anchor Western Constructors	Seeking to recover contract balance and extra work from GC for work CA performed as subcontractor	Pending Settlement
Breach of Contract	N/A	Highway Systems	N/A	Florida		Design Build Central BLVD	Seeking to recover delay costs resulting from road sign manufacturer who delivered signposts and signs were defective	Pending Settlement
Breach of Contract	5/1/2019	Paul Seidenroop	2019-012463 CA-01	Miami-Dade County Circuit Court	N/A		Alleged nonpayment of employment agreement	Pending Settlement

*Alleged Negligence actions include all claims on or before 1/1/2019.

**Breach of Contract claims include only pending lawsuits where CAC is named as a Defendant

***Dates entered for Breach of Contract indicate Date Filed. Dates entered for Alleged Negligence indicate Incident Date

****Alleged Negligence claims were settled outside of Court indicated by N/A



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Company Name: Community Asphalt Corp.

Manuel Aquiar

Printed name of authorized signer

Corporate Vice President

Title

⇒

Authorized Signature

12/16/2019

Date

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

Notary:

State of Florida

County of Lee

The foregoing instrument was signed and acknowledged before me this

16th day of December

2019 by Manuel Aquiar / Corporate Vice President who has produced

as identification (or personally known)

Type of ID and number

⇒

Notary Public Signature

GG 356716

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

X

Lee County

Collier County

Non-Local

Local Business Tax License #

1605032

2. Address of Principal Place of Business:

9675 NW 117th Ave, Suite 108, Miami, FL 33178

16560 Mass Court, Fort Myers, FL 33912

3. Number of years at this location

8 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

☒ Yes*

No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this Contract

40

* See Attached List

6. Does your company have a Drug Free Workplace Policy

☒ Yes

No



COMMUNITY ASPHALT CORP.

From 2016 - 2019 Contracts within The Past Three Years with Lee County

CAC#	Fiscal Year	Project No. Description	Contract Owner / Prime	Amount
6957	2016	Burn Store Road, North Segment	Quality Enterprises	\$ 2,551,560.25
7004	2016	(Contract 1) FY 216 B-160000, Countywide Resurfacing	Lee County B.O.C.C	\$ 684,994.00
7013	2016	(Contract 2 FY 2016-B160078) Countywide Resurfacing Roadway Improvements	Lee County B.O.C.C	\$ 687,824.00
7020	2016	Three Oaks Parkway, Emergency Oil Spill Pavement Repairs	Lee County B.O.C.C	\$ 26,400.00
7072	2017	(Contract 1) Lehigh Road Resurfacing FY 17	Lee County B.O.C.C	\$ 1,994,994.94
7077	2017	(2016) Lee County APM CR-78 Asphalt Repairs	Lee County B.O.C.C	\$ 19,188.00
7089	2017	(B160576/ANB) County Wide Minor Paving, Drainage & Concrete Improvements	Lee County B.O.C.C	\$ 45,406.25
7108	2017	(Contract 2 FY 2017)) County Wide Resurfacing Roadway Improvements	Lee County B.O.C.C	\$ 499,499.49
7128	2017	(B170265/ANB) Lee County All. Pav. Methods FY2017	Lee County B.O.C.C	\$ 446,687.50
7151	2018	(B170431LKD) Lee Countywide Resurfacing FY2018a	Lee County B.O.C.C	\$ 2,639,000.00
7187	2018	(B180187LAC) Corbett Road Improvements	Lee County B.O.C.C	\$ 579,000.00
7198	2018	(B180409dlk) Sumnerlin Road @ Cypress Lake Dr. Intersection Improvements	Lee County B.O.C.C	\$ 250,000.00
7200	2019	(B180409dlk) Del Prado Blvd FY 2019 Resurfacing & ADA Improvements	Lee County B.O.C.C	\$ 700,000.00
7221	2019	(B190077MRH) Lehigh Acres Local Road Resurfacing	Lee County B.O.C.C	\$ 4,000,000.00
7222	2019	(B190130TJM) Countywide Arterial Collectors	Lee County B.O.C.C	\$ 500,000.00
7223	2019	Gunnery Road Repair @ Lee Boulevard	Lee County B.O.C.C	\$ 24,937.50

Form 6-Sub-contractor List



LEE COUNTY

SOUTH WEST FLORIDA

SUB-CONTRACTOR LIST

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total
TINCHER CONCRETE	CONCRETE	ANDY TINCHER	239 267 7766 ESTIMATING@TINCHERCONCRETE.COM	No	8%
AMERICAN INFRASTRUCTURE	SIGNALS	DOUG MCINTYRE	239 206 4411 dmcintyre@americaninfrastructure.com	No	7%
McSHEA CONTRACTING	STRIPING	DAN MCWILLIAMS	239 348 8200 DAN@MCSHEACONTRACTING.COM	No	7%
SOUTH FLORIDA MILLING	MILLING	DAN BARKS	239 771 0039 ESTIMATING@SFLMILLING.COM	No	9%

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as DBE and/or W/MBE contractors, please attach a current certificate.

Public Entity Crime Form

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

1. This sworn statement is submitted to Lee County B.O.C.C
(Print name of the public entity)
- by Manuel Agui a/ Corpora te Vice Preident
(Print individual's name and title)
- for Co mm uni ty Asph Corp.
(Print name of entity submitting sworn statement)
- whose business address is 16560 Mass Court, Fort Myers, FL 33912
- (If applicable) its Federal Employer Identification Number (FEIN) is 59-2023298

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

2. I understand that a "public entity crime" as defined in Section 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, a bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies)



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

Public Entity Crime Form

Page 2 of 2

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

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

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

(Signature)

12/16/2019

(Date)

STATE OF Florida

COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Manuel Aquiar

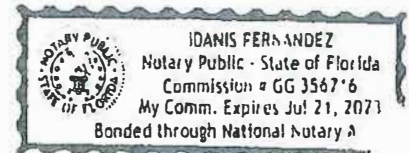
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 16th day of December, 2019.

(NOTARY PUBLIC)

My Commission Expires: July 21, 2023

Idanis Fernandez



Form#8: Trench Safety**TRENCH SAFETY**

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

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

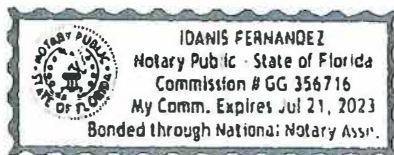
If applicable, the contractor/vendor certifies that all trench excavation done within its control in excess of five feet (5') in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING,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

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

(Signature) Manuel Aquiar
Corporate Vice President
(Company Name)

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 16th day of December by Manuel Aquiar
(name and title of corporate officer) of Community Asphalt Co (name of corporation), a Florida (state or place of
incorporation) corporation, on behalf of the corporation. He ~~is~~ is personally known to me or has produced
_____ (type of identification) as identification.



My commission expires:
July 21, 2023

(Signature line for notary public)
Idanis Fernandez

(name of notary typed, printed or stamped)
Contract Administrator / Fort Myers
(title or rank)

(serial number, if any)

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS, that we

Community Asphalt Corp. as Principal, and

(BIDDER'S Name)

Liberty Mutual Insurance Company

(Surety's Name)

a corporation licensed to do business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a political subdivision of the State of Florida,

in the SUM OF Five Percent of Amount Bid (5% of amount bid)

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 9th day of December, 2019

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the project know as:

B200007AEJ Resurfacing of Del Prado Boulevard and Pondella Road 2020

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

Witness as to Principal:

Dandra Elizondo
(By)

Community Asphalt Corp. (SEAL)

(Principal)

Printed Name

Witness as to Surety:

Alicia McKay
Alicia McKay, Surety Analyst

Liberty Mutual Insurance Company (SEAL)

(Surety's Name)

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

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



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201321-015001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer L. Jakaitis; Anne Potter; Nancy Schnee; Valorie Spates; Susan A. Welsh; Beverly A. Woolford

all of the city of Garden City state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 29th day of May, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing Instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Ulewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies. is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2019.

DEC 09 2019



By: Renee C. Ulewellyn
Renee C. Ulewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2018

Assets		Liabilities	
Cash and Bank Deposits.....	\$464,341,712	Unearned Premiums.....	\$7,851,429,449
*Bonds — U.S. Government.....	2,259,714,810	Reserve for Claims and Claims Expense.....	20,165,209,300
*Other Bonds.....	11,864,776,740	Funds Held Under Reinsurance Treaties.....	384,795,327
*Stocks.....	16,527,715,226	Reserve for Dividends to Policyholders.....	1,111,529
Real Estate.....	255,809,551	Additional Statutory Reserve.....	62,866,000
Agents' Balances or Uncollected Premiums.....	5,817,927,234	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	108,139,840	Other Liabilities.....	3,999,822,802
Other Admitted Assets.....	11,532,139,744	Total.....	\$32,465,234,407
		Special Surplus Funds.....	\$43,108,583
		Capital Stock.....	10,000,000
		Paid in Surplus.....	10,044,912,727
		Unassigned Surplus.....	6,267,309,139
		Surplus to Policyholders.....	16,365,330,449
Total Admitted Assets.....	<u>\$48,830,564,857</u>	Total Liabilities and Surplus.....	<u>\$48,830,564,856</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2018, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 22nd day of March, 2019.

T. Mikolajewski

Assistant Secretary



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

AGUIAR, MANUEL ANTONIO

COMMUNITY ASPHALT CORP
9675 NW 117TH AVENUE, SUITE 108
MIAMI FL 33178

LICENSE NUMBER: CGG1521492

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Local Business Tax Receipt

Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number **1605032**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2019 - 2020 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1605032

State License Number: CGC1521192

If state license has changed, contact our office at 239.533.6000

Location:

16560 MASS CT
FORT MYERS FL 33912

COMMUNITY ASPHALT CORP
AGUIAR MANUEL ANTONIO
9675 NW 117TH AVE STE 108
MIAMI FL 33178

Account Expires: September 30, 2020

May engage in the business of:

GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 530694-33-1

09/17/2019 08:28 AM

\$50.00

EXHIBIT D
PUBLIC CONSTRUCTION PERFORMANCE AND PAYMENT BOND

By this bond, we [Name of Contractor], as **Principal**, and [Name of Surety], as **Surety**, are bound to **Lee County Board of County Commissioners**, a political subdivision of the State of Florida, herein called **Owner**, in the sum of **[Total Contract Price]**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS that is that if Principal:

1. Performs this contract dated _____, 20____, between Principal and Owner for construction of improvements known as **[Name of Project]** located at **[Street Address or Legal Description]**, under Lee County Solicitation No. [Solicitation number], the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes do not affect Surety's obligation under this bond.

	OWNER	PRINCIPAL	SURETY
NAME	Lee County Board of County Commissioners	[Name of Contractor]	[Name of Surety]
ADDRESS	2115 Second St. Fort Myers, FL 33901	[Principal Business Address of Contractor]	[Principal Business Address of Surety]
PHONE NUMBER	239-533-2221	[Principal Business Phone of Contractor]	[Principal Business Phone of Surety]

[The remainder of this page intentionally left blank.]

BOND NO. [Surety to enter bond #]

[Name of Contractor]

DATED THIS _____ DAY

OF _____, 2 _____

By: _____
[Printed Name and Title of Signer]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [name of person acknowledging].

Signature of Notary Public

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

[Name of Surety]

DATED THIS _____ DAY

OF _____, 2 _____

By: _____
[Printed Name] as Attorney in Fact

Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by [name of person acknowledging].

Signature of Notary Public

[Name of Notary Typed, Printed, or Stamped]

Personally Known _____ OR Produced Identification _____
Type of Identification Produced:

EXHIBIT E
STANDARD SPECIFICATIONS

The Standard Specifications comprise Divisions I, II and III as noted below:

1. Division I General Requirements and Covenants, Sections 1-9 as included herein.
2. Division II-Construction Details and Division III-Materials refer to the July, 2019 edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, available at the following link:

<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

DIVISION I

General Requirements and Covenants

SECTION 1

DEFINITIONS AND TERMS

1-1 General.

These Specifications are written to the bidder, prior to award of the Contract, and to the Contractor. Within Divisions I and II of the specifications, sentences that direct the Contractor to perform work are written in the active voice-imperative mood. These directions to the Contractor are written as commands. In the imperative mood, the subject “the bidder” or “the Contractor” is understood.

All other requirements to be performed by others, with the exception of the Method of Measurement and the Basis of Payment Articles, have been written in the active voice, but not in the imperative mood. Sentences written in the active voice identify the party responsible for performing the action. For example, “The Engineer will determine the density of the compacted material.” Certain requirements of the Contractor may also be written in the active voice, rather than active voice-imperative mood.

Division III of the Specifications (Materials) is written in the passive voice writing style.

1-2 Abbreviations.

The following abbreviations, when used in the Contract Documents, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, designates a specification, test method, or other code or recommendation of the particular authority or organization shown.

Use standards, specifications, test methods, or other codes as specified in the current edition at the time of the bid opening.

1-3 Definitions.

The following terms, when used in the Contract Documents, have the meaning described

Advertisement.

The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Notice to Contractors," or "Notice to Bidders."

Article.

The numbered prime subdivision of a Section of these Specifications.

Bidder.

An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge.

A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day.

Every day shown on the calendar, ending and beginning at midnight.

Chair.

The Chairman of the Lee County Board of County Commissioners.

Change Order.

See definition for Supplemental Agreement.

Construction Engineering and Inspection (CEI) Consultant.

The consultant contracted by the Department for professional services during the construction phase of the project, or a qualified person in the firm's employ authorized as his official representative. In the absence of such a contract, the duties of the CEI Consultant will be fulfilled by

the Department Project Manager. The CEI Consultant is not authorized to issue change orders to the contract sum, contract time, or scope of work.

Contract.

The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Department and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Claim (Claim).

A written demand submitted to the Department by the Contractor in compliance with 5-12.3 seeking additional monetary compensation, time, or other adjustments to the Contract, the entitlement or impact of which is disputed by the Department.

Contract Documents.

The term "Contract Documents" includes: this Agreement, the Exhibits described in Section 6 of the Agreement, the legal advertisement, the instructions to bidders, the Proposal and Proposal Forms, the solicitation documents and any duly executed and issued addenda, Change Orders, Field Directive Change Orders, and amendments relating thereto, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond or Performance Bond.

The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting.

The date that the Department opened the bid proposals.

Contract Time.

The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor.

The individual, firm, joint venture, or company contracting with the Department to perform the work.

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer

if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

Controlling Work Items.

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County.

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

Culverts.

Any structure not classified as a bridge that provides an opening under the roadway.

Delay.

Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department.

As used in Divisions II and III of the Standard Specifications, the Department shall mean the County.

Department Project Manager.

An employee of Lee County designated by the Director as the representative of the Board of County Commissioners in matters concerning the project. The Department Project Manager will act in the role of the CEI Consultant in the absence of a contract with a third party consultant. The Department Project Manager is not authorized to issue changes to the Contract Amount, Contract Time, or Scope of Work without the express approval by the Director, County Manager, and/or Board of County Commissioners as may be applicable.

Developmental Specification.

See definition for Specifications.

Director.

The Director of the Lee County Department of Transportation, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them. Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Director," "to the Director," or "of the Director."

Engineer.

As used in Divisions II and III of the Standard Specifications, the Engineer shall mean the Director.

Engineer of Record.

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Departmental in-house staff or a consultant retained by the Department.

The Contractor shall not employ the Engineer of Record as the Contractor's Engineer of Record or as a Specialty Engineer.

Equipment.

The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work.

Any "work" which is required by the Director to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

Federal, State, and Local Rules and Regulations.

The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

Field Directive Change Orders.

A written order making a minor amendment to the Agreement, which is signed by the Contractor and approved in accordance with County policies and procedures. An amendment is minor if it does not change: (i) the scope of the Project, (ii) the Contract Amount, or (iii) the Contract Time.

All Field Directive Change Orders shall be summarized and approved as a Supplemental Agreement or Change Order prior to Project close-out.

Financial Project Identification Number.

If applicable, the Florida Department of Transportation Financial Project Identification Number (FPID).

FDOT.

The Florida Department of Transportation, an agency of the State of Florida.

Highway, Street, or Road.

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays.

Days designated by the Lee County Board of County Commissioners as holidays.

Inspector.

An authorized representative of the Director, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory.

The official testing laboratory used by the Department.

Laws and Regulations .

Any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Major Item of Work.

Any item of work having an original Contract value in excess of 5% of the original Contract amount.

Materials.

Any substances to be incorporated in the work under the Contract.

Median.

The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans.

The approved Plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Project.

The entire undertaking of the County, identified by County as indicated in the Exhibits of the Contract, of which the Work to be provided under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

Project Number.

The Lee County project number as listed in the Advertisement.

Proposal (Bid, Bid Proposal).

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form.

The official form on which the Department requires formal bids to be prepared and submitted for the work.

Proposal Guaranty

The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Department accepts the proposal.

Right-of-Way.

The land that the Department has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Department.

Roadbed.

The portion of the roadway occupied by the subgrade and shoulders.

Roadway.

The portion of a highway within the limits of construction.

Secretary.

As used in Divisions II and III of the Standard Specifications, the Secretary shall mean the Chair.

Section.

A numbered prime division of these Specifications.

Site.

The real property or other areas designated in the Contract Documents as being furnished by County for the performance of the Work, storage, or access.

Special Event.

Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, or similar activity designated in the Contract Documents.

Special Provisions.

See definition for Specifications.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida.
2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications.

The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: Specifications for construction applicable to all Department Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor. The Standard Specifications comprise three Divisions, as follows:

Division I: "Lee County Department of Transportation Division I General Requirements and Covenants" contained in the Contract Documents.

Division II and III: Divisions II and III of the "FDOT Standard Specifications for Road and Bridge Construction", as otherwise amended herein. The applicable version is cited in the Special Provisions.

Supplemental Specifications: Approved additions and revisions to Divisions II and III of the Standard Specifications, applicable to all Department Contracts.

Special Provisions: Specific clauses adopted by the Department that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida that are made part of the Contract as an attachment to the Contract Documents.

Standard Plans.

"Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

Standard Specifications.

See definition for Specifications.

State.

State of Florida.

Subarticle.

A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade.

The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the Plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the Plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure.

All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent.

The Contractor's authorized representative in responsible charge of the work.

Superstructure.

The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement

A written agreement between the Contractor and the Department, modifying the Contract within the limitations set forth in these Specifications, may also be referred to as a Change Order.

Supplemental Specifications

See definition for Specifications.

Surety.

The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions.

See definition for Specifications.

Traveled Way.

The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

Unilateral Payment.

A payment of money made to the Contractor by the Department for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work.

All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order.

A written agreement between the Contractor and the Department modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day.

Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Reserved

2-2 Reserved

2-3 Interpretation of Estimated Quantities.

2-3.1 Lump Sum Contracts: The Contractor is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions.

The County does not assume any responsibility for any incidental information in bid documents that may be construed as a quantity of work and/or materials.

2-3.2 Contracts other than Lump Sum: For those items constructed within authorized plan limits or dimensions, use the quantities shown in the Plans and in the Proposal Form as the basis of the bid. The County will also use these quantities for final payment as limited by the provisions for the individual items. For those items having variable final pay quantities that are dependent on actual field conditions, use and measurement, the quantities shown in the Plans and in the Proposal Form are approximate and provide only a basis for calculating the bid upon which the County will award the Contract. Where items are listed for payment as lump sum units and the Plans show estimates of component quantities, the County is responsible for the accuracy of those quantities limited to the provisions of 9-3.3. Where items are listed for payment as lump sum units and the Plans do not show estimates of component quantities, the Contractor is solely responsible for their own estimates of such quantities.

The County may increase, decrease, or omit the estimated quantities of work to be done or materials to be furnished.

2-4 Examination of Plans, Specifications, Special Provisions and Site of Work.

The Contractor is responsible for examining the Contract Documents and the site of the proposed Work carefully before submitting a Proposal for the Work contemplated. Contractor shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of all Contract Documents.

The County does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Contractor shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid solely on their own opinion of the conditions likely to be encountered.

The Contractor's submission of a Proposal is prima facie evidence that the Contractor has made an examination as described in this Article.

2-5 Reserved

2-6 Reserved

2-7 Reserved

2-8 Reserved

2-9 Reserved

2-10 Reserved

2-11 Reserved

2-12 Material, Samples and Statement.

The County may require that the Contractor furnish a statement of the origin, composition, and manufacture of any and all materials to be used in the construction of the work, together with samples that may be subjected to the tests provided for in these Specifications to determine the materials' quality and fitness for the work.

SECTION 3

RESERVED