JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

PAVING ALTERNATIVES
INVITATION TO BID

RESPONSES ARE DUE BY: February 6, 2013

MAIL OR DELIVER RESPONSES TO:

Jefferson County Board of County Commissioners
Clerk's Office
1 Courthouse Circle
Monticello, Florida 32344

Contact:
Kirk Reams 850.342.0218
kreams@jeffersonclerk.com
850.342.0222 FAX

Notice of Invitation to Bid

Jefferson County is seeking sealed bids for a Paving Alternatives Contract.

Requirements for submission and selection criteria may be requested from the Jefferson County Clerk's Office. All technical questions pertaining to this Invitation to Bid (ITB) should be submitted, in writing, to Kirk Reams at kreams@jeffersoncountyfl.gov . Any addenda to this ITB shall be obtained by the Bidder from the County.

Bidders must submit one (1) original bid marked "Original" and two (2) copies marked "Copy" for a total of three (3) complete packages of the bid in a sealed envelope clearly marked on the outside with the Bidder's name and **"Sealed Bid for Paving Alternatives, Jefferson County, Florida",** addressed and delivered to:

Jefferson County Clerk's Office
1 Courthouse Circle
Monticello, Florida 32344

All bids must be received by the Clerk's Office before 4:00 P.M., on February 6, 2013. Any bids received after this date and time will be rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed bids will be rejected. Hand delivered bids may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Bidders should be aware that certain "express mail" services will not guarantee specific time delivery to Monticello, Florida. It is the sole responsibility of each bidder to ensure their bid is received in a timely fashion.

All bids shall remain valid for a period of **24 months** beyond the Contract Award and may be extended beyond that time by mutual written agreement. The Board of County Commissioners (BOCC) will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3) (d), Florida Statutes. Jefferson County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

Any contract award will be by the Jefferson County Board of County Commissioners to the lowest priced, responsive and responsible Bidder, as determined on the basis of the bid and the County's investigations of the Bidder. Award of this contract does not guarantee any purchase of material or service from the Bidder.

The BOCC reserves the right to reject any and all bids, to waive informalities in any or all bids, to re-advertise for bids, and to **separately accept or reject any item or items** and to award and/or negotiate a contract with the lowest priced, responsive and responsible bidder, in the best interest of the Jefferson County BOCC.

CALENDAR OF EVENTS

PAVING ALTERNATIVES
INVITATION TO BID

All times listed in the Calendar of Events are Eastern Standard Time

Release of Request for Proposal	January 23, 2013
Technical Questions Due from Prospective Bidders	January 30, 2013, 5:00 pm
Responses to Technical Questions	February 4, 2013 5:00 pm
PROPOSALS DUE TO BOCC	February 6, 2013 4:00 pm

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SECTION ONE
INSTRUCTION TO BIDDERS

1.01 DESCRIPTION

The bidder awarded a contract shall be expected to furnish and place paving alternatives as provided for in this bid. The construction is expected to meet the quality and workmanship as provided for in this bid. The bidder is expected to provide the material in place and tested at the location of the project, which is determined at the time of purchase.

1.02 COPIES OF BID DOCUMENTS

Only complete sets of Bid Documents will be issued and shall be used in preparing responses. The BOCC does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Bid Documents may be obtained in the manner and at the location stated in the Notice of Invitation to Bid.

1.03 BID REQUIREMENTS

One (1) original bid, marked “Original” and two (2) copies marked “Copy”, (three (3) complete packages) of the bid setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. NON-COLLUSION AFFIDAVIT: Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion shall be considered in future responses for the same work.

B. PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: $25,000.00.

C. DRUG-FREE WORKPLACE FORM: Any person submitting a bid in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his or her bid. Failure to complete this form in every detail and submit it with your response or bid shall result in immediate disqualification of your response.

D. CONFLICT OF INTEREST: Any Bidder who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

1.05 EXAMINATION OF ITB DOCUMENTS

Each Bidder shall carefully examine the ITB and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Bidder will in no way relieve the Bidder of the obligations and responsibilities assumed under the contract. Should a Bidder find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Bidder shall at once notify the County Clerk's Office.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Bidder as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before February 6, 2013, 10:00am, will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid response form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the bid will nevertheless be construed as though it had been received and acknowledged and the submission of the bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Bidder will be bound by such addenda, whether or not received. It is the responsibility of each Bidder to verify all addenda issued has been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Bidder is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 SIGNATURE OF BIDDER

The Bidder must sign the bid forms in the space provided for the signature. If the Bidder is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Bidder shall state in the bid the name and address of each person interested therein.

1.09 CONTENT OF SUBMISSION

The submission of a bid in response to this ITB shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The bid shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Statements submitted without the required information will not be considered. Submissions shall be organized as indicated below. The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Bidder must submit adequate documentation to certify the Bidder's compliance with the BOCC's requirements. Bidders should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**INVITATION TO BID FOR PAVING ALTERNATIVES**". The cover page should contain Bidder's name, address, telephone number, and the name of the Bidder's contact person.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Bidder shall provide a history of the organization, its areas of special expertise, and how the individual(s) to provide services will fulfill the needs of the BOCC if awarded a contract pursuant to this ITB process.

Tab 2. References

Each Bidder shall provide at least two (2) references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

Name and full address of reference organization
Name of Contact person for contract
Telephone number(s)
Date of initiation of contract with reference
Brief summary comparing the referenced services to these proposed services

Tab 3. Pending/Past Litigation

The Bidder shall describe any pending litigation in which the Bidder is involved as a result of provision of any services which are described herein. The Bidder shall describe any litigation in which the Bidder has been involved within the past five (5) years.

Tab 4. BOCC response/bid forms

Bidder shall complete and execute the response/bid forms specified below and found at the designated pages in this ITB, and shall include them in the section tabbed 5:

	Page
Response Form	24
Non-Collusion Affidavit	25
Ethics Clause	26
Conflict of Interest Disclosure Statement	27
Drug Free Workplace Certificate	28
Local Business Qualification Statement	29
Pricing Information	31

Copies of all professional and occupational licenses shall be included in this section.

Tab 5. Pricing Information
Bidder shall fill out the requested pricing information, specifically to be comprised of the Bidders price per **UNIT**. This price shall include all materials, labor, testing, reporting, permitting, etc. to provide the services as requested. It is understood that any particular task assignment will compromise of at least 5000 SY.

Tab 6. Other Information Provide any additional information that will present evaluators with insight about the qualifications, fitness, and abilities of Bidder.

1.10 MODIFICATION OF BIDS

Written modification will be accepted from Bidders, if addressed to the entity and address indicated in the Invitation to Bid and received prior to the bid due date and time.

1.11 RESPONSIBILITY FOR BID

The Bidder is solely responsible for all costs of preparing and submitting the bid, regardless of whether a contract award is made by the BOCC.

1.12 RECEIPT AND OPENING OF BIDS

Bids will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Invitation To Bid. No responsibility will be attached to anyone for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

1.13 DETERMINATION OF SUCCESSFUL BIDDER

The BOCC reserves the right to reject any and all bids and to waive technical errors and irregularities as may be deemed best for the interests of the BOCC, and to determine which Bidders are responsible or responsive. Bids which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instructions to Bidders, and the contract documents, may be rejected at the option of the BOCC. Final selection of the successful respondent(s) shall be made by the BOCC at a noticed public meeting.

Replies which do not meet all requirements of this bid or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the bid are those, without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Bidders whose replies, past performance or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsible. The BOCC reserves the right to inspect all facilities of a Bidder in order to make a determination of the foregoing.

1.14 AWARD OF CONTRACT The BOCC reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable by the BOCC, written notice will be given to the selected Bidder of the award of the contract(s).

If the award of a contract is annulled, or the awarded Bidder fails to execute a contract prior to the date and time indicated by the BOCC, the BOCC may award the contract to another Bidder or the work may be re-advertised or may be performed by other qualified personnel as the BOCC decides.

A contract may be awarded to the lowest priced, responsive and responsible Bidder that meets the specifications. The lowest price will be based on the lowest vendor price per UNIT of the specified material(s).

The BOCC also reserves the right to reject the response of a Bidder who has previously failed to perform properly or to appropriately complete contracts of a similar nature.

1.15 EXECUTION OF CONTRACT

The Bidder to whom a contract is awarded will be required to return to the BOCC two (2) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.16 INSURANCE

A. The successful Bidder shall defend, indemnify and hold harmless the Jefferson County BOCC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by BOCC) and any other losses, damages, and expenses (including Bidder or any of its subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Bidder or its Subcontractors in any tier, their employees, or agents.

B. In the event the performance of the work (to include the work of others) is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the BOCC from any and all increased expenses resulting from such delay.

C. The first ten dollars ($10.00) of remuneration paid to the Bidder is for the indemnification provided for above.

D. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this ITB.

E. If awarded the contract, the Bidder shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the BOCC and the Bidder.

F. The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

G. The successful Bidder shall obtain and maintain the following policies:

1. Workers' Compensation insurance as required by the State of Florida.

2. Employers Liability Insurance with limits of $100,000 per Accident, $500,000 Disease, policy limits, $100,000 Disease each employee.

3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others

arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of $100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $50,000 per person, $100,000 per occurrence, $25,000 property damage.

4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Bidder or any of its employees, agents or subcontractors or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with $300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $100,000 per person, $300,000 per occurrence, $50,000 property damage.

5. County shall be named as an additional insured with respect to Bidder's liabilities hereunder in insurance coverages identified in Paragraphs 3 and 4.

6. Bidder shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of subcontractor if so required by County during the term of the Contract entered into by the successful Bidder and the County. County will not pay for increased limits of insurance for subcontractors.

7. Bidder shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

1.17 LOCAL PREFERENCE IN PURCHASING

(A) In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score may be assigned for a local preference to a respondent, as follows:

(1) A respondent which has an office located within Jefferson County and which satisfies the definition of a "Local Business" as set forth in this section shall be given a preference in the amount of five percent (5%) of the bid price, not to exceed $50,000.00, or five percent (5%) of the total points available, whichever is applicable.

(B) "Local Business" means, for the purposes of this section:

(1) Has had a fixed office or distribution point located in and having a street address within Jefferson County currently and for at least six

(6) months immediately prior to the issuance of the request for proposals or request for competitive bids by the County; and

(2) Holds any business license required by the County, and/or, if applicable, the City of Monticello; and

(3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Jefferson County.

(C) Any respondent claiming to be a Local Business shall so certify in writing to the Clerk of the Court. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

(D) The preference of 5% in an invitation to bid or other procurement not using evaluation criteria shall be applied and deducted from the Bid. At the County's discretion, the preference may be applied to the Base Bid, the Base Bid plus an Alternate, or the Base Bid plus all Alternates. The preference of 5% of the total points available in a request for proposals or other procurement using evaluation criteria shall be applied and added to the total points received by a respondent.

(E) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

1.18 AWARD OF CONTRACT AND RIGHT TO PROTEST

If awarded, award of contract shall be made to the lowest, responsive and responsible Bidder determined on the basis of the entire Bid and the COUNTY's investigations of the Bidder. When the contract is awarded by COUNTY, such award shall be evidenced by a written document "Notice of Award," signed by the authorized representative of COUNTY and delivered to the intended awardee by certified mail or other express delivery service, and a copy also provided to each bidder for the project.

SECTION TWO
SCOPE OF SERVICES, SPECIFICATIONS

2.01 Scope of Services

A. This Invitation To Bid contemplates furnishing and placing paving alternatives. These alternatives include “chip-seal” bituminous surface treatment, or other alternative proposed by bidders.

B. The material required under this ITB and any contract awarded pursuant to this ITB shall be provided for a period beginning immediately upon execution or a contract by both parties and ending two years from the date of final execution, unless extended by mutual written agreement.

C. The Project Administrator will adjust the price for fuels and bituminous material, excluding cutback and emulsified asphalt, to reflect either increases or decreases in the Fuel Price Index (FPI) of gasoline and diesel and Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Florida Department of Transportation determines the FPI and API for each month and places it on the Construction website. When an estimate is generated, Fuel Adjustments and Bituminous Adjustments must be calculated per FDOT specifications using the Fuel Price Index Table and Asphalt Price Index Table and line item adjustments added to the estimates. Fuel Price Indexes and Asphalt Price Indexes can be found on the Department’s Construction Website at www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm

SECTION THREE
CONTRACT

JEFFERSON COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 1 Courthouse Circle, Monticello, Florida 32344 (the "County"), hereby contracts with_____ (the "Contractor") of _____(address) to perform all work or services in connection with County General Road Base Material Invitation to Bid (the "work"), as said work is set forth in the Scope of Services and Specifications set forth in the Invitation To Bid and other Contract Documents hereafter specified.

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

Section 1. Contract Documents.

The “Contract Documents” means and includes the following:

A. Agreement (Executed)
B. Paving Alternatives Invitation to Bid
C. General Terms and Conditions
D. Change Order or Modifications issued subsequent to the execution of this Agreement.

These form the contract, and all are as fully a part of the Contract as if attached to this Agreement and repeated herein.

Section 2. The Work

A. The CONTRACTOR shall perform all of the work required by the Contract Documents, as set forth in the Specifications in conformity with the requirements of Jefferson County, Florida for road base material in relation to paving projects.

B. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the proposed Work to be performed, locality and all local conditions and laws and regulations, including but not limited to any and all regulations set forth by the Florida Department of Highway Safety and Motor Vehicles, the Florida Department of Transportation and all other regulatory bodies and has resolved all issues, problems and conflicts prior to commencing any activity under this contact.

C. CONTRACTOR agrees that the prices contained herein shall include all labor and equipment, profit, insurance, incidentals and all other costs not expressly omitted or provided for herein to cover the Work to be performed as set forth in the Contract Document.

Section 3. Contract Amount.

In consideration of the faithful performance by the contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay or cause to be paid, to the Contractor the total cost for a project (the "Contract Amount") based on the following unit prices ("Unit Prices") in accordance with the terms of this Agreement and a Work Authorization for a project.

* The Project Administrator will adjust the price for fuels and bituminous material, excluding cutback and emulsified asphalt, to reflect either increases or decreases in the Fuel Price Index (FPI) of gasoline and diesel and Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received. The Florida Department of Transportation determines the FPI and API for each month and places it on the Construction website. When an estimate is generated, Fuel Adjustments and Bituminous Adjustments must be calculated per FDOT specifications using the Fuel Price Index Table and Asphalt Price Index Table and line item adjustments added to the estimates. Fuel Price Indexes and Asphalt Price Indexes can be found on the Department's Construction Website at www.dot.state.fl.us/Construction/fuel&bit/fuel&bit.htm

UNIT PRICE	UNIT	BID PRICE
ASPHALT TACK COAT	GALLON	$_____
DOUBLE TREATMENT "CHIP SEAL"	SY	$_____
TRIPLE TREATMENT "CHIP SEAL"	SY	$_____
W-10 FOG SEAL	SY	$_____
ALTERNATIVES:		
_____	_____	$_____

Section 4. Payments

The CONTRACTOR shall submit to COUNTY an invoice after completion of each authorization provided under this Contract in accordance with a Work Authorization approved by the County. COUNTY will remit payment within thirty (30) days of

submission and approval of the invoice of services and upon the County's determination that the work has been satisfactorily completed.

Section 5. 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 6. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 7. 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 8. Length of Contract

The term of this Contract shall commence upon the date of execution identified above and expire two (2) calendar years from such date of execution, unless extended by mutual written agreement.

Section 9. Changes; Modifications to Agreement

A. COUNTY may at any time by written order agreed by CONTRACTOR and signed by the parties, make changes to the general scope of this Agreement in the services to be performed.

B. No service shall be furnished by CONTRACTOR for which an additional cost or fee will be charged without prior written consent of COUNTY.

C. All modifications to this Agreement shall be in the form of supplemental agreements signed by the parties except as provided herein. County may modify the Agreement unilaterally under the following circumstances:

1. Pursuant to specific authorization as stated in paragraph 4 or elsewhere in the Agreement; or

2. For COUNTY administrative purposes that do not affect the rights of responsibilities of the parties, which may included but is in no way limited to changes of address.

Section 10. Status

CONTRACTOR at all times relevant to this Agreement shall be an independent contractor and in no event shall CONTRACTOR nor any employees or sub-contractors under it be considered employees of COUNTY.

Section 11. VENUE

Venue for all actions arising under this Agreement, and all work pertaining thereto, shall lie in Jefferson County, Florida.

Section 12. PROHIBITION OF LIENS

CONTRACTOR is prohibited from claiming a lien on property owned by COUNTY. This prohibition shall apply to all subcontractors.

Section 13. INCORPORATION

This Agreement and any listed attachments shall embody the entire agreement of the parties.

Section 14. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such provision shall be deemed struck here from and all remaining provisions of the Agreement shall remain binding upon the parties. If any provision is struck under this Article, there will be added in lieu thereof, by written agreement between the parties, a provision as similar in terms to such struck provision as its possible which is legal, valid and enforceable.

Section 15. MISCELLANEOUS PROVISIONS

A. Terms used in this Agreement which are defined in the General Conditions of the Contract shall have the meanings designated in those General Conditions.

B. The Contract Documents, which constitute the entire Agreement between the COUNTY and CONTRACTOR, are listed in Section 1.

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

CONTRACTOR:_____
(Company Name)

ATTEST:

By:_____ (Signature)_____ (Printed)
Its: _____ (Title)
Date: _____

Witness:

Its:_____
President/Corporate Secretary/Witness Date:_____

[Corporate Seal]

_____
2nd Witness (if not incorporated)
BOARD OF COUNTY COMMISSIONERS
OF JEFFERSON COUNTY, FLORIDA

(SEAL) By:_____
Chairman

Clerk: _____ Date: _____

_____
Approved as to Form and Content:

_____
County Attorney

SECTION FOUR
GENERAL TERMS AND CONDITIONS

4.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Bid Documents - The advertisement or invitation calling for bids, instructions, and forms contained in this Invitation To Bid (Response Form, Non-Collusion Affidavit, Ethics and Conflict of Interest Clause, Drug Free Workplace, and Local Business Qualification Statement) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Bidder - Any individual or entity and their sub-contractors/sub-consultants submitting qualifications and pricing in response to this ITB.

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's bid (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements. Contractor - The person, firm, or corporation with whom the BOCC has entered into the Contract.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment - A written amendment of the contract documents, signed by the BOCC and the Contractor on or after the effective date of the contract documents.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

4.02 CONTRACTOR'S RESPONSIBILITIES

4.02.1 <u>Supervision and Personnel</u>

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

4.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract documents, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

4.02.3 Records

Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

4.02.4 Taxes

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

4.02.5 Compliance with Laws

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

4.02.6 Intent of Contract Documents

If before or during the performance of the services to be performed under the Contract, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County in writing and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the County.

4.03 PAYMENTS

The County shall compensate the Contractor according to the Pricing included in the Contract attached hereto. Payment will be made monthly upon receipt of a proper invoice with documentation of services rendered, pursuant to the Florida Prompt Payment Act. Contractor shall provide detailed, itemized bills/invoices which shall, at a minimum:

a) Description. Furnish and place paving alternative material as approved by the County.

b) Non-reimbursable expenses: The following expenses will in no event be reimbursable, unless specifically agreed to in advance in a writing executed by the County:

Personnel and Office Costs. Meals for time-keepers, overtime, word processing or computer charges, personal expenses, expenses that benefit other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary. (The fact that the firm charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary.)

Travel Expenses. Contractor will not be reimbursed for travel expenses.

c) Contractor is not authorized to retain experts, additional counsel, consultants, support services, or the like, or to out source or delegate work outside Contractor's firm, without prior written approval by County.

d) County will not pay any markup for expenses except for the approved vendor's firm markup ("VFM"). Other than the VFM, County will only reimburse the Contractor for actual approved out-of pocket costs and expenses, whether incurred personally by an approved time-keeper or incurred by other approved personnel (such as experts, consultants, support services personnel, or outsourced services personnel). County will not pay for any "expense" items that are in fact part of Contractor's overhead which should be included within Contractor's fee.

e) Contractor shall include copies of receipts for all expenses with the itemized monthly bill. County may refuse to pay any expense item for which documentation is not provided by Contractor.

4.04 INDEMNIFICATION AND INSURANCE

4.04.1 <u>Indemnification and Hold Harmless</u>

The Contractor agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Contractor employees and/or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

4.04.2 <u>Insurance Requirements</u>

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

The Contractor shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the County and the Contractor.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

The Contractor shall obtain and maintain the following policies:

a) Workers' Compensation insurance as required by the State of Florida.

b) Employers Liability Insurance with limits of $100,000 per Accident, $500,000 Disease, policy limits, $100,000 Disease each employee.

c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of $100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $50,000 per person, $100,000 per occurrence, $25,000 property damage.

d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Respondent or any of its employees, agents or subcontractors or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with $300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be $100,000 per person, $300,000 per occurrence, $50,000 property damage.

e) County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in Paragraphs (c) and (d).

f) Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by County during the term of the Contract entered into by selected

Contractor and the County. County will not pay for increased limits of insurance for subcontractors.

g) Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

4.05 PERMITS AND LICENSES

a) Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

b) In addition to those bases for default and termination set forth in paragraph (a) of this section, the Contractor may be deemed in default and the agreement immediately terminated if the Contractor fails to provide gasoline meeting the specifications of the State of Florida Bureau of Petroleum Inspection within the Division of Standards of the Florida Department of Agriculture and Consumer Services. In the event of such a default and determination, such gasoline or diesel must be picked up from the County by the Contractor and full credit or reimbursement must be given.

c) The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Services and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Services by whatever means, method or agency which the County, in its sole discretion, may choose.

d) If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses or damages incurred by the County incident to such completion, shall be deducted from the Contract

Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Services, such excess shall be paid to the Contractor.

e) The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Services and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Services hereunder.

4.06.2 <u>Termination for Convenience</u>

The agreement can be terminated by either party with or without cause with 60 days prior written notice.

SECTION FIVE
RESPONSE/BID FORMS

RESPONSE TO: Paving Alternatives Invitation to Bid

JEFFERSON COUNTY CLERK'S OFFICE, MONTICELLO, FLORIDA 32344

I acknowledge receipt of Addenda No(s)_____

I have included:
Statement of Qualifications/Narrative _____ Conflict of Interest Disclosure _____
Ethics Clause _____ Drug Free Workplace _____
Local Preference Certification_____ Description of Pending/Past Litigation (if any)___
Pricing Quote _____
Non-Collusion Affidavit ___

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

By signing and submitting this Bid, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signed: _____ Witness: _____

(Seal)

_____
(Name)

_____
(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am_____

   of the firm of _____

   in response to the Invitation to Bid for: **Paving Alternatives**

   and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Jefferson BOCC relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

_____ _____

(Signature of Responder) (Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this _____ day of _____ 2013.

_____

(Notary Public)

My Commission Expires:_____

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
Signature Date

_____ _____
Name of Authorized Individual Name of Company/Organization

_____
Address of Company/Organization

_____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

_____ _____

_____ _____

Name of a County Employee that owns 5% or more in Respondent's firm:

_____ _____

_____ _____

Not Applicable: _____

_____
Name

_____
Company

_____
Date

DRUG FREE WORKPLACE CERTIFICATION

Any person submitting a bid in response to this invitation must execute the enclosed DRUGFREE WORKPLACE FORM and submit it with his or her bid. Failure to complete this form in every detail and submit it with your response or bid shall result in immediate disqualification of your response.

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR_____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

LOCAL PREFERENCE CERTIFICATION

(A) In the purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an invitation to bid, request for proposals, or other procurement document is issued, a local preference of the bid price or total score may be assigned for a local preference to a respondent, as follows:

(1) A respondent which has an office located within Jefferson County and which satisfies the definition of a "Local Business" as set forth in this section shall be given a preference in the amount of five percent (5%) of the bid price, not to exceed $50,000.00, or five percent (5%) of the total points available, whichever is applicable.

(B) "Local Business" means, for the purposes of this section:

(1) Has had a fixed office or distribution point located in and having a street address within Jefferson County currently and for at least six (6) months immediately prior to the issuance of the request for proposals or request for competitive bids by the County; and

(2) Holds any business license required by the County, and/or, if applicable, the City of Monticello; and

(3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Jefferson County.

(C) Any respondent claiming to be a Local Business shall so certify in writing to the Clerk of the Court. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

(D) The preference of 5% in an invitation to bid or other procurement not using evaluation criteria shall be applied and deducted from the Bid. At the County's discretion, the preference may be applied to the Base Bid, the Base Bid plus an Alternate, or the Base Bid plus all Alternates. The preference of 5% of the total points available in a

request for proposals or other procurement using evaluation criteria shall be applied and added to the total points received by a respondent.

(E) If, after application of the local preference there is a tie between two respondents, the award of the project will go to the Local Business.

Local Business Qualification Certification

I, the undersigned do hereby certify that _____ (Company name) qualifies as a local business based on the language and conditions present in the Invitation to Bid documents. I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____

Name: _____

Title: _____ Date: _____

*Any questions or concerns regarding the process or qualifications for local preference in purchasing shall be submitted in writing to the County in advance of the bid opening. A copy of the resolution will be provided to the Bidder upon written request. The County has sole discretion of Local Business determination.

PRICING INFORMATION

ITEM(S) TO BE PURCHASED: PAVING ALTERNATIVES

UNIT PRICE	UNIT	BID PRICE
ASPHALT TACK COAT	GALLON	$_____
DOUBLE TREATMENT "CHIP SEAL"	SY	$_____
TRIPLE TREATMENT "CHIP SEAL"	SY	$_____
W-10 FOG SEAL	SY	$_____
LIMEROCK BASE FINAL PREP (SHAPE AND ROLL)	SY	$_____
ALTERNATIVES*:		
_____	_____	$_____
_____	_____	$_____
_____	_____	$_____

*If Bidder provides any Alternatives, Bidder shall provide Specifications of Work that shall address at a minimum: Materials, Construction Practices, Application Rates, Equipment, etc. County is not responsible for alternatives that cannot be properly considered due to a lack of adequate information. The County reserves the right to reject any portion of any bid.

The above bid(s) is submitted in accordance with specifications and regulations

_____ _____
BIDDERS SIGNATURE/TITLE **DATE**

_____ _____
COMPANY NAME **TELEPHONE NUMBER**

_____ _____
ADDRESS **EMERGENCY CONTACT NAME AND #**

_____
CITY, STATE AND ZIP CODE

Section 424—Bituminous Surface Treatment

424.1 General Description

This work includes placing one or more applications of bituminous material and aggregate on a previously prepared base or pavement.

424.1.01 Definitions

Single Surface Treatment: One application of bituminous material that is covered with aggregate.

Double Surface Treatment: A bituminous material application that is covered with aggregate of the size specified in the proposal followed by a second bituminous material application that is covered with a second specified size aggregate.

Triple Surface Treatment: A bituminous material application that is covered with a specified size aggregate followed by subsequent applications of bituminous material that are covered with successively smaller size nominal aggregates.

424.2 Materials

A. Bituminous Material

Select the bituminous material from any type and grade listed in the materials table below. Notify the Engineer at least 10 days before ordering the bituminous material.

Ensure that materials meet the requirements of the following Specifications:

Material
Asphalt Cement, Performance Grade PG 58-22
Cationic Asphalt Emulsion, Grade CRS-2h
Coarse Aggregate, Class A Crushed Stone or Crushed Slag, Group I or II

B. Aggregates

The size and group of aggregates used in the surface treatment are specified in the Proposal under the appropriate Line Item.

Do not use unconsolidated limerock.

Use Class B aggregates only where the surface treatment is used for shoulder construction or where it is to be overlaid with asphaltic concrete.

424.3 Construction Requirements

424.3.02 Equipment

Ensure that the equipment used to construct the surface treatment:

- Produces work that complies with the standards in this section
- Is on the Project and in proper working order before construction begins

A. Aggregate Spreader

Use a self-propelled aggregate spreader that can apply aggregate at the desired rate uniformly and accurately without corrugation, overlaps, or excess deficient areas. Ensure that the spreader can spread courses to the required widths. Provide spreaders to promptly cover the full width of the asphalt application.

B. Pressure Distributor

The pressure distributor should be equipped as follows:

1. Mount the pressure distributor on pneumatic tires wide enough to prevent damage to the road surface.

2. Design, equip, maintain, and operate the distributor so that the bituminous material will be heated and applied evenly throughout the length of the spray bars. Ensure that it maintains a constant, uniform pressure on the nozzles.

3. Install screens between the tank and the nozzles and clean them frequently to prevent clogging.

4. Use an adjustable distributor that can deliver controlled amounts of bituminous material from 0.04 to 1.0 gal/yd², ± 0.02 gal/yd² (0.18 to 4.53 L/m², ± 0.10 L/m²) up to 24 ft (7.2 m) wide without atomization, streaking, or pulsation in the flow.

5. Use a distributor equipped with the following:

- A tachometer and thermometers to indicate the application rate and the temperature of the tank contents
- Measuring devices to accurately indicate the amount of bituminous material, in gallons (liters), in the distributor before and after each application
- Full circulating spray bars that can be adjusted laterally to conform to a stringline and capable of vertical and horizontal adjustment.
- A positive shut-off control to prevent dripping bituminous material on the roadway
- A distributor tank equipped with a sample valve in a safe and convenient location to obtain bituminous material samples

C. Heating Equipment
Ensure that heating equipment will heat and maintain the bituminous material uniformly at the temperature required. Provide an accurate thermometer.

D. Smooth-Wheeled Rollers
Use self-propelled, tandem-type smooth-wheeled rollers that can be alternated with pneumatic-tired wheels. The rollers shall weigh from 3 to 8 tons (3 to 7 Mg). Ensure that the roller weights within these limits can properly compact the materials.

E. Pneumatic-Tired Rollers
Use self-propelled pneumatic-tired rollers with treads that will not disturb the aggregates. Rollers with pneumatic-tired wheels that can be alternated with a steel drum are also permitted.

F. Power Broom and Power Blower
Provide at least one power broom and one power blower, or a combination power broom and blower, that can remove dust or loose materials from the road surface.

424.3.03 Preparation
Firmly compact, finish, and prime new bases. Ensure that the bases conform to the lines, grades, and cross sections within the tolerances specified.

A. Removing Foreign Material
Use power brooms, power blowers, hand brooms, or other means to remove loose material, dust, dirt, clay, and other materials that prevent bituminous materials from adhering to the base. Take special care to clean the outer edges thoroughly. Where necessary, use a motor grader blade to remove excess material off the paving edge.

B. Condition of Prime
Check the condition of prime as follows:
1. Ensure the prime is cured before placing the mat course.

2. Repair the prime if it is loose, soft, unbonded, removed, or damaged.

3. Remove concentrations of excess prime.

4. Perform additional rolling with a pneumatic-tired roller before surface treatment when directed by the Engineer.

424.3.05 Construction

A. Observing Seasonal and Weather Limitations
Do not apply asphalt cement to a wet surface or when the temperature is below 65 ºF (18 ºC). Never apply emulsions if the temperature is below 55 ºF (13 ºC).

B. Heating Bituminous Material
Evenly heat the entire mass of bituminous material for each application under positive control. While the material is being applied, maintain it within the specified temperature range.

C. Applying Bituminous Material

The following are temperatures at which bituminous material shall be applied.

Bituminous Material	**Asphalt Cement**
Application temperature °F (°C)	275–350 (135– 175)

1. After applying the bituminous material to the section, immediately cover it with the correct application rate of aggregate before beginning the next section.

Do not apply the bituminous material to the full width of the pavement unless the aggregate spreader can immediately cover the full width of the applied material.

NOTE: Never allow bituminous material to chill, set up, dry, or reach a condition that impairs the retention of cover aggregate before the aggregate is applied.

2. When a longitudinal joint is necessary:

- Do not overlap the applications more than 4 in (100 mm).
- Do not leave any area uncovered.
- Never allow excess quantities of bituminous materials to build up.

3. On curves that require widening:

a. Shoot the extra width on the outside first.

b. Shoot the normal width with the distributor and follow the inside paving edge.

4. Ensure that the spray of bituminous material is uniform at all times. If the spray is not uniform:

a. Stop the work.

b. Change equipment, personnel, or methods to attain the required uniformity.

c. Apply bituminous material at one-half the width of the roadway, if necessary.

5. If streaking develops:

a. Stop the distributor and correct the problem before proceeding.

b. Use a hand hose or a hand pouring pot to cover the streaked areas at approximately the same application rate of bituminous material.

6. If a part of the work cannot be reached by the distributor, treat it by hand hoses with nozzles.

7. Protect curbs, gutters, handrails, and other structures from discoloration by the bituminous material. Remove bituminous material that is sprayed or spilled on these structures.

8. Ensure that the bituminous material joins neatly in place by beginning and ending the asphalt application from a heavy paper or tight trough that is longer than the width of the treatment being applied. Place it to catch and hold the surplus material.

9. When cleaning and emptying the distributor, empty it where the bituminous material can be covered with dirt and completely disposed of without damaging the Rights-of-Way.

D. Spreading Aggregates

NOTE: AGGREGATE SHALL BE APPLIED AT THE RATE INDICATED ON TABLE 2.

Spread the aggregates as follows:
1. Ensure that aggregates do not contain free moisture when spread.

2. Apply aggregate immediately after applying bituminous materials.

3. Uniformly spread the aggregate at the specified rate without corrugations, overlaps, excess, or deficient areas.

4. Move the spreader at a uniform speed, regardless of the grade.

5. Ensure that the distance that the aggregate free falls remains constant during spreading.

6. Remove corrugations. Operate the spreader to prevent overlap of aggregates. If overlap occurs, remove the excess aggregate before rolling.

7. Ensure a uniform aggregate spread by hand spotting and brooming as necessary.

E. Rolling
Select a rolling pattern and speed that will thoroughly key the aggregate into the bituminous material. The Engineer must approve the pattern and speed. If a steel wheel roller will fracture the aggregate, use pneumatic-tired rollers only.

F. Brooming
Use a revolving broom as necessary, supplemented by hand brooming, to remove or redistribute excess stone. Take care not to unseat bonded stone when brooming.

G. Controlling Traffic
Do not allow traffic on an individual course until the bituminous material has cooled or set enough to ensure that the aggregates will not be loosened, dislodged, or whipped off by slow-moving traffic.

Application	Type Construction									
	Single				Double			Triple		
Stone Sizes **1st appl.**		#89	#7	#6		#7	#6		#6	#5
2nd appl.						#89	#7		#7	#7
3rd appl.									# 89	# 89
	Control Tolerance				Control Tolerance			Control Tolerance		
1st Application Bituminous Materials (gal/yd²) PG 58-22 or PG 64-22	± .02	.17–.19	.18–.25	.22–.30	± .02	.20–.27	.26–.34	± .02	.20–.30	.24–.34
CRS-2h, CRS-3	± .02	.20–.22	.21–.29	.25–.35	± .02	.23–.32	.30–.40	± .02	.23–.35	.28–.40
1st Application Stone (ft³/yd²)	± .03	.14–.18	.18–.26	.30–.42	± .03	.18–.26	.30–.42	± .03	.30–.42	.41–.53
2nd Application Bituminous Materials (gal/yd²) PG 58-22 or PG 64-22					± .02	.18–.24	.24–.31	± .02	.20–.27	.20–.27
CRS-2h, CRS-3					± .02	.21–.28	.28–.36	± .02	.23–.32	.23–.32
2nd Application Stone (ft³/yd²)					± .03	.14–.18	.18–.26	± .03	.18–.26	.18–.26
3rd Application Bituminous Materials (gal/yd²) PG 58-22 or PG 64-22								± .02	.18–.24	.18–.24
CRS-2h, CRS-3								± .02	.21–.28	.21–.28
3rd Application Stone (ft³/yd²)								± .03	.14–.18	.14–.18
Total Bituminous Materials (gal/yd²) PG 58-22 or PG 64-22	± .02	.17–.19	.18–.25	.22–.30	± .03	.38–.51	.50–.65	± .04	.58–.81	.62–.85

Application	Type Construction									
	Single				Double			Triple		
CRS-2h, CRS-3	± .02	.20–.22	.21–.29	.25–.35	± .03	.44–.60	.58–.76	± .04	.67–.95	.72–1.0
Total Stone (ft³/yd²)	± .03	.14–.18	.18–.26	.30–.42	± .04	.32–.44	.48–.68	± .05	.62–.86	.73–.97

Notes:

- The bituminous material and stone for each application may be varied by the Engineer, at no increase in cost, outside of the minimum or maximum shown in the table provided the total of the materials is within the limits of the total minimum and total maximum of all courses.
- Maintain the control tolerances shown above or stop the work until the necessary corrections are made.
- Apply at least one seal coat to the mat course on the same day when multiple applications are specified.

Section 424—Bituminous Surface Treatment – Table 2 (Metric)

Application	Type Construction									
	Single				Double			Triple		
1st appl.		#89	#7	#6		#7	#6		#6	#5
2nd appl.						#89	#7		#7	#7
Stone sizes										
3rd appl.									#89	#89
	Control Tolerance				Control Tolerance			Control Tolerance		
1st Application Bituminous Materials (L/m²) PG 58-22 or PG 64-22	± .09	.77–.86	.82–1.13	1.00–1.36	± .09	.91–1.22	1.18–1.54	± .09	.91–1.36	1.09–1.54
CRS–2h, CRS–3	± .09	.91–1.00	.95–1.31	1.13–1.58	± .09	1.04–1.45	1.36–1.81	± .09	1.04–1.58	1.27–1.81
1st Application Stone (m³/m²)	± .001	.005–.0060	.0060–.009	.01–.014	± .001	.006–.009	.01–.015	± .001	.01–.014	.14–.018
2nd Application Bituminous Materials					± .09	.82–1.09	1.09–1.40	± .09	.91–1.22	.91–1.22