



FLORIDA GATEWAY COLLEGE

INVITATION TO BID

ITB

B-039-23-0124

PROJECT NAME

Public Safety Complex / Driver Safety & Training Track

BID DUE

September 30, 2022

5:00 p.m. (EST)

Florida Gateway College
149 SE College Place
Lake City, FL 32025
(386) 754-4381

**FLORIDA GATEWAY COLLEGE
INVITATION TO BID**

ITB #B-039-23-0124

Public Safety Complex / Driver Safety & Training Track

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ADVERTISEMENT / INVITATION TO BIT

THE DISTRICT BOARD OF TRUSTEES
OF FLORIDA GATEWAY COLLEGE
WILL RECEIVE BIDS FOR THE FOLLOWING:

PUBLIC SAFETY COMPLEX / DRIVER SAFETY & TRAINING TRACK
FLORIDA GATEWAY COLLEGE
LAKE CITY, FLORIDA
FGC ITB NUMBER: B-039-23-0124

I. ORGANIZATION

Florida Gateway College

II. PURPOSE

Florida Gateway College (COLLEGE) is seeking Invitations to Bid (ITB) from experienced contractors to construct a driver safety & training track.

III. PROJECT DESCRIPTION

Construction tasks for this project consist of, but are not limited to, construction of a 700 +/- LF driver safety & training track, of varying width, as part of phase 2 of the Olustee Public Safety Training Complex and completion of an "As Built" survey. Construction project based on specification in the engineer's project (No. L180401FGC)

IV. CONTRACTOR PRE-QUALIFICATION

All prime Contractors who wish to submit a bid on this project must prequalify with COLLEGE. To be considered for prequalification, contractors must request, complete, and submit a prequalification package to COLLEGE. COLLEGE will not be responsible for delays that cause a prequalification application to arrive after the designated submittal time.

Prequalification packages may be obtained from the Procurement and Contracts Department, at fgc.purchasing@fgc.edu.

A. SUBMISSION

Completed prequalification packages must be electronically submitted to the FGC Dropbox no later than the due date listed in Section IV, B. Due Date. FGC Dropbox submittal instructions are located hereunder in Attachment No. 9.

B. DUE DATE

Completed prequalification packages must be received no later than **5:00 p.m. (EST) on Wednesday, September 14, 2022.**

V. INQUIRIES

Inquiries concerning this ITB should be directed to Aaron Mathews, Director of Procurement and Contracts, by email at aaron.mathews@fgc.edu.

VI. PRE-BID CONFERENCE

All interested bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference to be held on location at the specified date and time as outlined hereunder and in the Bid Schedule.

A. Pre-Bid Conference Meeting

Location	FGC Public Safety Training Center Kathryn McInnis Building 4874 Fox Hollow Lane Olstee, FL 32072
Date & Time	Friday, September 9, 2022
Time	From: 2:00 p.m. (EST) To: 3:00 p.m. (EST)

VII. SUBMISSION OF BIDS

Bids must be electronically submitted to the FGC Dropbox prior to the deadline. FGC Dropbox submittal instructions are located hereunder in Attachment No. 9. It is the Respondents' responsibility to ensure their bid is timely submitted and received by COLLEGE. COLLEGE will not be responsible for delays that cause a bid to arrive after the designated submission deadline. A bid received by COLLEGE after the deadline will not be considered. Once opened, a bid becomes the property of COLLEGE and will not be returned.

A. OPENING DATE

The bid window will open no later than **5:00 p.m. (EST) on Monday, August 29, 2022.**

B. CLOSING DATE

Bid's must be received no later than **5:00 p.m. (EST) on Friday, September 30, 2022.**

Bids will be opened in an open public bid meeting, in electronic format, and can be viewed by Bidders.

VIII. BID DOCUMENTS

All available forms pertaining to this ITB are available from the Procurement and Contracts Department at:

Florida Gateway College
149 SE College Place
Lake City, FL 32025
(386) 754-4364
fgc.purchasing@fgc.edu

IX. RIGHT TO WAIVE IRREGULARITIES & TECHNICALITIES

COLLEGE reserves the right to waive minor irregularities and/or technicalities associated with this solicitation. The Procurement and Contracts Department of COLLEGE shall be the final authority regarding waivers of irregularities and technicalities.

FOR THE DISTRICT BOARD OF TRUSTEES
OF FLORIDA GATEWAY COLLEGE
Lawrence Barrett, President

END OF SECTION

BID SCHEDULE

Action	Location	Date	Time
ITB Released Open to Bidders	https://www.fgc.edu/community/procurement-and-contracts/solicitations-goods-services/	Monday August 29, 2022	No later than 5:00 p.m. (EST)
Pre-Bid Conference	FGC Public Safety Training Center Kathryn McInnis Building 4874 Fox Hollow Lane Olustee, FL 32072	Friday September 9, 2022	From: 2:00 p.m. (EST) To: 3:00 p.m. (EST)
Prequalification Packages Due	FGC Dropbox https://dropbox.fgc.edu/	Wednesday September 14, 2022	Must be received no later than 5:00 p.m. (EST)
Last Day for Bidder Questions	fgc.purchasing@fgc.edu	Thursday September 15, 2022	Must be received no later than 5:00 p.m. (EST)
Answer to Submitted Questions Published	https://www.fgc.edu/community/procurement-and-contracts/solicitations-goods-services/	Tuesday September 20, 2022	No later than 5:00 p.m. (EST)
Bid Proposal Due	FGC Dropbox https://dropbox.fgc.edu/	Friday September 30, 2022	Must be received no later than 5:00 p.m. (EST)
Posting of Notice of Intent to Award	https://www.fgc.edu/community/procurement-and-contracts/solicitations-goods-services/	Friday October 7, 2022	No later than 5:00 p.m. (EST)
Contract Signed / Notice to Proceed	https://www.fgc.edu/community/procurement-and-contracts/solicitations-goods-services/	TBD	TBD

The Bid Schedule is a tentative schedule the COLLEGE will follow throughout the bid process. This schedule is subject to change at the discretion of the COLLEGE.

END OF SECTION

INSTRUCTIONS TO BIDDERS
ITB # B-039-23-0124

1. DEFINITIONS

Addenda – Written and/or graphic revisions issued prior to the award and execution of the Contract which, modify and/or interpret the Contract Documents by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is awarded and executed.

Application for Payment – Statement of amounts claimed by Contractor as payments due on account of work performed or materials suitably stored.

Bidder – An individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a bid proposal in response to an ITB.

Bid Proposal – The forms, including all items related thereto, envelopes, and all other information pertaining to the entire bid, complete and properly executed, which the Bidder has submitted as his Bid Proposal for the work completed.

Change Order – A work order, issued after the award and execution of the Contract, signed by the Owner, authorizing a change in the scope of the work during construction.

Contract – The Agreement between Owner and Contractor consisting of: The agreement text preceding the signature of the parties, the Bonds as required, the Certificates of Insurance, and any other documents as may be required by the Contract Documents.

Contract Documents – Consist of the Agreement between Owner and Contractor, Instructions to Bidders (Bid Package ITB # B-039-23-0124) and attachments thereto, Plans, Performance Bond, Addenda issued prior to execution of the Contract, Modifications issued after execution of the Contract, the proposal submitted by the Contractor, and such other documents as are made a part of same by reference in any of the Contract Documents.

Contractor – An individual or a business entity that, as a result of having been awarded this ITB, has entered into a Contract with the Owner.

Invitation to Bid (ITB) – A formal request to prospective vendors soliciting bids, which contains the specifications or scope of services, and all contractual terms and conditions.

Lowest Responsible Bidder – The Bidder who has submitted a responsive Bid Proposal at the lowest price of all the responsive Bid Proposals submitted and who's past performance and financial capability is deemed acceptable.

Owner – Owner is the District Board of Trustees of Florida Gateway College, a Body Politic, identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner shall mean Owner, Florida Gateway College, and College. The terms Owner, Florida Gateway College, and College are used interchangeably throughout this document.

Plans – The official plans and drawings or reproductions thereof, pertaining to the work to be performed.

Project – All work specified and described in the Contract documents.

Responsible Bidder – A Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Responsive Bidder – A Bidder who has submitted a Bid Proposal that conforms in all material respects to the requirements stated in the ITB.

Subcontractor – Any individual, firm, partnership, or corporation entering into an agreement to furnish materials and labor for the work specified and described in the Contract documents.

Time of Completion – The number of calendar days, or the actual date, by which the work is required to be completed.

2. EXAMINATION

Bidders are required to carefully examine all Instructions to Bidders, Specifications, Supplementary Conditions, Plans, and any Addenda to become thoroughly familiar with all work to be performed under the Contract.

3. PROJECT SITE

Bidders are encouraged to visit the project site during the non-mandatory Pre-Bid Conference to become familiar with the local conditions that may, in any manner, affect the work to be performed and the equipment, materials, and labor required. Any additional site visits outside the Pre-Bid Conference will be by appointment only.

4. PRE-BID CONFERENCE

As indicated in the Advertisement for Bids, Bidders are encouraged to attend the Non-Mandatory Pre-Bid Conference on the date, time, and place outlined in the Bid Schedule. This Pre-Bid Conference will be held in order to more fully explain the scope of work covered by the Contract Documents and to allow questions to be asked by the Bidders. If deemed necessary, an Addendum will be issued to Specifications and/or plans as necessary to change, modify or explain any decisions or other information that comes out at this Pre-Bid Conference.

5. POINT OF CONTACT

The sole point of contact for all matters relating to this ITB is:

Aaron Mathews
Director, Procurement and Contracts
Florida Gateway College
149 SE College Place
Lake City, Florida 32025
(386) 754-4381
aaron.mathews@fgc.edu

6. CLARIFICATION

No oral clarification will be given in regard to the meaning of Instructions to Bidders, Specifications, or Plans, and no oral instructions will be given before the award and execution of the Contract. Discrepancies, omissions, or doubts as to the meaning of Contract Documents shall be given in writing to the College for interpretation not later than the date and time specified in the Bid Schedule provided herein. A written response to Bidder questions will be provided by the date and time specified in the Bid Schedule provided herein.

7. ADDENDA

Any addenda issued prior to the opening of bid proposals for the purpose of changing the intent of the Instructions to Bidders, Specifications, Supplementary Conditions, and Plans, or clarifying the meaning of the same, shall be binding in the same way as if written in the Instructions to Bidders, Specifications, Supplementary Conditions, and Plans. It is the bidder’s responsibility to check with the Procurement and Contracts Department prior to submitting a bid to make sure they have not missed any addendums.

The College will also post all addenda and materials relative to this procurement on the Procurement a Contracts website:

<https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services/>

Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

8. QUALIFICATIONS OF BIDDER

To be qualified, Bidders shall, prior to the time of submitting a bid, be qualified under appropriate local and state regulations or statutes to perform the work required. As indicated in the Advertisement for Bids, only those Contractors prequalified by Florida Gateway College will be allowed to submit a Bid Proposal for this project.

9. PREPARATION OF BIDS

- a. Each Bidder shall use the Bid Proposal Form included herein, indicating base bid amount in the proper space. Any erasures or other corrections in the Bid Proposal must be explained or noted over the signature of the Bidder. Bid Proposals containing any conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities of any kind may be rejected by the Owner.
- b. All bid prices shall be stated in both words and numerals.
- c. Each Bid Proposal must give the full business address of the Bidder and state whether it is an individual, corporation, or partnership. Bid Proposals by a corporation must be signed with the legal name and seal of the corporation, followed by the name of the State of its incorporation, and by the manual signature and designation of an officer, agent, or other person authorized to bind the corporation, and if the person signing is not the President, be accompanied by a duly authenticated document evidencing the authority to the officer or agent. Bid Proposals by partnerships shall show the names of all partners and must be signed in the partnership name by one of the partners. The partnership signature shall be followed by the manual signature of the partner signing. In every case, the name of the person signing, and his designation shall be typed or printed below his signature. Bid Proposals by a person who affixes to his signature the word “President”, “Secretary”, “Agent”, or other designation without disclosing his principal may be held to the terms of the Bid Proposal by the individual so signing. Satisfactory evidence of the authority of an officer, agent, attorney, or other person signing for a corporation, and agent, attorney, etc. signing for a partnership or an individual shall be furnished.

10. ORGANIZATION OF THE BID PACKAGE

The Bid Proposal should be assembled in the following manner:

- a. Bid Proposal Form: Attachment No. 3
- b. List of Subcontractors: Attachment No. 4
- c. Identical Tie Bids Statement: Attachment No. 5
- d. Public Entity Crimes Sworn Statement: Attachment No. 6

11. SUBMISSION OF BIDS

Bid Proposals with all items related thereto, must be electronically submitted to the FGC Dropbox not later than the date and time specified in the Bid Schedule provided herein. Failure to comply with these requirements shall be cause for rejection of the Bid Proposal. Instructions on submitting Bid Proposals to the FGC Dropbox is listed on Attachment No. 9.

12. LIST OF SUBCONTRACTORS

In accordance with Section 255.0515, Florida Statutes, Bidder must submit a list of the subcontractor's bidder intends to use on this project.

13. LATE BIDS

Bid Proposals must be electronically submitted to the FGC Dropbox prior to the specified bid opening date/time. Bid Proposals received after that time will not be accepted. The College will not be responsible for delays that cause a Bid Proposal to arrive after the designated bid opening date/time. Bids are for "ITB # B-039-23-0124 Public Safety Complex / Driver Safety & Training Track, BID OPENING in accordance with the date and time specified in the Bid Schedule provided herein".

14. WITHDRAWAL OF BID

A Bidder may withdraw his Bid without prejudice to himself, not later than the date and time set for opening of Bid Proposals, by communicating the Bidder's purpose in writing to the Owner. The Bid Response will be returned unopened.

15. DISQUALIFICATION

More than one Bid Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one Bid Proposal for the same work will cause rejection of all Bid Proposals in which such Bidders are believed to be interested. Any or all Bid Proposals will be rejected if there is reason to believe that collusion exists among the Bidders. No participants in such collusion will be considered in future Bid Proposals for the same work. Bid Proposals in which the prices obviously are unbalanced may be rejected.

16. PUBLIC OPENING OF BIDS

Bid Proposals will be opened publicly at the time and place stated in the Advertisement for Bids.

17. REJECTION OF BIDS

The College reserves the right to reject any or all Bid Proposals received and to waive any informality or technicality in the Bid Proposals received whenever such rejection or waiver is in the best interest of the College.

18. AWARD OF CONTRACT

Award of the contract will be made to that responsible Bidder whose Bid Proposal, conforming to the Invitation to Bid, is most advantageous to the College, price and other factors considered.

19. CONTRACT AND BONDS

- a. Contractor shall execute the contract within seven calendar days from date of receipt and return to the Owner for his execution, along with all required bonds and insurance certificates. Contractor shall begin work upon receipt of a Notice to Proceed issued by Owner.
- b. All work shall be Finally Complete two calendar months after Notice to Proceed has been issued.

- c. Contractor shall maintain sufficient labor and supervision on the project site until all items have been completed. A Final Review with the Owner's Representative and Contractor will be scheduled upon completion of all items.

20. PERFORMANCE BOND

A Performance Bond in the penal sum of not less than 100 percent of the Contract amount, with a Surety Company satisfactory to the Owner and licensed to conduct business in the State of Florida, will be required of the Contractor for any resulting contract in excess of \$100,000 guaranteeing that the Contract, including the various guarantee periods thereunder, will be faithfully performed. The bond shall be delivered to the Owner simultaneously with Contractor's execution of the Contract.

21. COMMENCEMENT

At the Preconstruction Conference, the Owner shall make arrangements with the Contractor for the assignment of staging area to be used at the site for storage of materials, parking, sheds, trailers, etc. During the construction, the Contractor shall maintain the areas in neat condition. The storage of materials for use in this project shall in no way interfere with, or make hazardous, existing walkways, driveways, etc. Existing trees and landscaping shall be protected from injury. Work shall begin upon receipt of a Notice to Proceed issued by Owner.

22. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner, affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

23. EQUALITY AND SUBSTITUTIONS

If the bidder proposes to furnish a 'different' product from that specified, he shall submit in writing copies of detailed specifications and catalog cuts (with information copy to the) clearly identified, and clearly stating the differences from the product specified, the date and time specified in the Bid Schedule provided herein, to the department of Procurement and Contracts at Florida Gateway College for evaluation and approval to bid. The Florida Gateway College Director of Procurement and Contracts will issue an addendum adding acceptable equivalent items to the bid items involved. The Owner and the Owner's Representative shall not be responsible for locating or securing any information that is not identified properly on the information supplied for evaluation of the proposed equivalent product.

24. PROPRIETARY INFORMATION

Bid Proposals submitted shall not include any proprietary data or other proprietary information. All documents and other information included with the Bid Proposal becomes public information upon the opening of the Bid Proposal.

25. IDENTICAL OR TIE BIDS

In accordance with Section 287.087 Florida Statutes, preference shall be given to a business with drug-free workplace programs in the identical Tie Bids. To qualify, the Bidder must have implemented the program identified on the enclosed form and attach the executed form with his/her bid proposal.

26. DISCRIMINATORY VENDOR

An entity or affiliate who has been placed on the discriminatory vendor list 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 contractor, supplier,

subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

27. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted vendors list.

28. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Owner Representative and their agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of personal property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person. The parties agree that neither this provision nor any provision of the agreement shall waive the benefits or provisions of Chapter 768.28, Florida Statutes, or similar provision of law. Nothing herein shall be construed to create any third-party beneficiary rights in any person or entity not a party to this Contract.

29. PAYMENTS

Progress payments, final payment, and payment to subcontractors and material men shall be made in accordance with Article 5 of Attachment No. 2 Agreement between Owner and Contractor.

30. OWNERS RIGHT TO STOP WORK

If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will not be entitled to a time extension of the contract completion time in the event the Owner exercises his rights under this paragraph.

31. OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Owner Representative's additional services made necessary by such default, neglect, or failure. The Owner Representative must approve both such action and the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

32. CHANGE ORDERS

A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the

Contract Time. A Change Order will also be signed by the Contractor if he agrees to the adjustment on the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

The Owner, without invalidating the Contract and without notice to the sureties, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract Documents.

The cost or credit to the Owner resulting from a Change in the Work shall be determined by mutual acceptance of a lump sum amount with the cost properly itemized. The Contractor may add an amount equal to 10% of the total cost for profit.

33. E-VERIFY

In order to meet all Federal, State, and Local employment laws, Florida Gateway College adheres to the E-Verify registration of Contractors that are to perform services as a result of this Invitation to Bid. The Contractor selected to provide services under this solicitation is required to utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing the use of the system, to confirm the employment eligibility of; 1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and 2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with Florida Gateway College.

34. NOTICE OF BID PROTEST, BONDING REQUIREMENT

A bidder who wishes to file a protest pertaining to an Invitation to Bid (ITB) must file such notice in accordance with procedures prescribed by Section 120.57(3) Florida Statutes (F.S.). All protests must be filed with the College's Director of Procurement & Contracts. A protest is officially filed when it is received in the Director's office.

Any person who is adversely affected by the district decision or intended decision shall file with the Director of Procurement and Contracts a notice of protest in writing within 72 hours after the posting of the intent to award or after receipt of the notice of the College's decision or intended decision and shall file a formal written protest within ten days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid, the notice of protest shall be filed in writing within 72 hours after the receipt of the notice of the project plans and specifications or intended project plans and specifications in an invitation to bid, and the formal written protest shall be filed within ten days after the date of the notice of protest is filed. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.

As prescribed by F.S. 255.0516, any protester who files an action protesting a decision or intended decision pertaining to a bid pursuant to F.S. 120.57(3)(b) shall post at the time of filing the formal written protest, a bond payable to Florida Gateway College in an amount equal to twenty-five thousand dollars or two percent of the lowest accepted bid, whichever is greater, for projects valued over five hundred thousand dollars or five percent of the lowest accepted bid for all other projects.

The bond shall be conditioned upon payment of all costs and fees which may be adjudged against the protester in the administrative hearing in which the action is brought in any subsequent appellate court proceedings. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order, or U.S. currency would be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges, which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he shall recover from the College all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A DENIAL OF THE PROTEST.**

35. Disposition of the protest shall follow 120.57 F.S. If the protest cannot be resolved as specified in 120.57(3)(d)1, the standard of proof for any further proceedings shall be whether the proposed College action was clearly erroneous, contrary to competition, arbitrary or capricious. In any bid protest proceeding contesting all intended College action to reject all bids, the standard of review by any administrative law judge shall be whether the College's intended action is illegal, arbitrary, dishonest, or fraudulent.

END OF SECTION

SPECIFICATIONS

I. GENERAL REQUIREMENTS

Based on the specifications in the engineer's project No. L180401FGC construction tasks for phase 2 of the Olustee Public Safety Complex call for, but are not limited to:

1. Construction of a 700 +/- LF driver safety & training track at the Olustee Public Safety Complex; and
2. Completion of an "As Built Survey" which must include at a minimum the following:
 - i. the existing gun range parking lot with the connection point to the CDL parking lot; and
 - ii. the existing gun range pond structures; and
 - iii. the two-gun range classrooms; and
 - iv. the building footprints of the gun armory building; and
 - v. the gun range sidewalks; and
 - vi. the two pistol range shelters.
3. Rehabilitation of the existing gun range SRWMD pond as outlined in the construction plan.

II. CONTRACT TIME

Contractor shall begin work upon receipt of a Notice to Proceed issued by the Owner. All work shall be final and complete no later than three (3) calendar months after Notice to Proceed has been issued. Liquidated damages shall be \$250.00 per day. Work shall be permitted any time during the contract performance period. Any changes in the schedule start date or performance period must be agreed upon between the College and Contractor prior to commencement date. Please notify Owner of any long lead time items.

III. CONSTRUCTION AND MATERIALS

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the engineer's project No. L180401FGC.

IV. QUALITY CONTROL AND ADMINISTRATIVE REQUIREMENTS

It is required that the Contractor contact college personnel or their designated representative to:

- a. Inspect that utilities have been protected or adjusted during construction.
- b. Approve any changes or deviations from the plans.
- c. Change Orders shall be approved in writing by the Owner for scope and cost before change work is performed. The Contractor shall be responsible for additional costs if change work is performed prior to a change order being approved in writing.

V. WARRANTY

Contractor shall provide Owner with a one (1) year warranty from the date of final completion.

VI. ATTACHMENTS TO THESE SPECIFICATIONS

1. Engineer's Project No. L180401FGC – Attachment No. 11

END OF SECTION

ATTACHMENT NO. 1
SUPPLEMENTARY CONDITIONS

1. **Conditions of the Contract** - The Instructions to Bidders, Specifications and these Supplementary Conditions are applicable to all aspects of this project, and it is the Contractor's responsibility to so inform all parties who should be influenced thereby.
2. **Liquidated Damages** – Bidders are notified that the following paragraphs concerning liquidated damages will be included in the Contract.

In as much as failure to complete the project work within the time herein fixed will result in substantial injury to the Owner, and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreed that if such work is not finally completed as herein defined within the time fixed for such performance of completion, the Contractor shall pay to the Owner, as liquidated damages for such delay and not as a penalty, the additional sum of \$250.00 each and every calendar day until final completion.

This provision for liquidated damages for delay shall in no manner affect the Owner's right to terminate the Contract as provided in the Contract Documents; and the Owner's exercise of the right to terminate shall not release the Successful Bidder from his/her obligation to pay said liquidated damages in the amounts indicated. Said liquidated damages shall be payable in addition to any excess expenses or costs payable by the Contractor and shall not exclude recovery of damages by the Owner under other provisions of the contract, except for the Contractor's delays.

3. **Notice to Owner** – If a Subcontractor or supplier files a Notice to Owner in any acceptable form under the Florida Mechanics Lien Law, the Owner will notify the Contractor of its receipt. Any payment request delivered subsequent to the receipt of that Notice to Owner that contains payment in full or in part for that Subcontractor or supplier shall require a Final or Partial Release of Lien from each Subcontractor or supplier so affected.
4. **Schedule of Values** – Prior to submitting its first application for payment for the Work, the Contractor shall prepare and present to the Owner and Professional for approval a schedule of values (SOV). The Contractor shall not imbalance or artificially inflate any element in the SOV. Upon the Owner's acceptance, the SOV shall be used to process and pay the Contractor's payment requests.
5. **Contractor's Liability Insurance**
 - a. The Contractor shall purchase and maintain in a company or companies licensed to do business in the State of Florida and acceptable to the Owner and his Insurance Counselor such insurance as will protect him from claims, some of which are set forth below, which may rise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Sub contractor or by anyone directly or indirectly employed by any of them, or by anyone else for whose acts any of them may be liable. The specific delineation of coverage in this paragraph is a minimum guide only, it being the specific intent of the Owner that it shall be fully and completely protected and indemnified from any and all claims which may arise out of Contractor's operation under the Contract; including among others those checked below:
 - 1) claims under workers' compensation, disability benefit and other similar employee benefit acts; or

- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of his employees; or
 - 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees; or
 - 4) claims for damages by usual personal injury coverage including but not limited to libel, slander, and false arrest which are sustained (1) by any person including, but not limited to, a Contractor, Subcontractor or Sub subcontractor or their employees as a result of an occurrence directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; or
 - 5) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; or
 - 6) claims resulting from explosion, collapse, or underground accident, (X C U coverage required) and other on premises operations; or
 - 7) claims resulting from owned, hired, and non-owned motor vehicles and equipment; or
 - 8) claims for damage resulting from the actions or inactions of independent Contractors; or
 - 9) claims arising under products and completed operations insurance.
- b. The insurance required by Subparagraph 6.a) shall be written for not less than the limits of liability specified below, or that required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations.

1) Workers' Compensation:

State per Chapter 440 F.S.	Statutory
Applicable Federal	Statutory
Employer's Liability	\$200,000

2) Comprehensive General Liability:

Including Premises Operations; Products Completed Operations; Contractor's Liability Broad Form Property Damage; Contractual Liability.

General Liability	\$1,000,000	Per Claimant
Property Damage	\$1,000,000	Per Occurrence
Personal Injury	\$1,000,000	Per Claimant
Liability	\$1,000,000	Per Occurrence
	\$2,000,000	Per Annual Aggregate

Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

The Owner shall be named as additional insured on the Contractor's Comprehensive General Liability Policy.

Personal Injury Liability shall be separate coverage from Bodily Injury.

3) Owner's Protective Liability:

The Owner shall be named as the insured; ORIGINAL policy shall be submitted to the Owner.

Bodily/Personal	\$1,000,000	Per Claimant
Injury	\$1,000,000	Per Occurrence
Property Damage	\$1,000,000	Single Limit Per Occurrence

4) Contractor's Protective Liability:

The Owner shall be named as additional insured on the Contractor's Protective Liability Policy.

Bodily/Personal Injury	\$1,000,000	Per Occurrence
Property Damage	\$1,000,000	Single Limit Per Occurrence

5) Comprehensive Automobile Liability:

The Owner shall be named as additional insured on the Contractor's Comprehensive Automobile Liability Policy. Policy shall cover owned, hired and all classes of non-owned vehicles.

Bodily Personal Injury:	\$1,000,000	Per Occurrence
Property Damage:	\$1,000,000	Per Occurrence

6) Coverage to be certified by the Contractor (and Subcontractors) shall include, but not be limited to the following:

- Workers' Compensation
- Automobile owned, hired and non-owned
- Premises
- Operations
- Contractual
- Personal injury - Hazards, A, B and C with employee exclusion removed
- Broad Form Property Damage
- Removal of X, C and U exclusions
- Products and Completed Operations
- Independent Contractors

c. A Certificate of Insurance (COI), executed on a standard ACORD form, shall be filed with the Owner simultaneously with the Contractor's execution of the Agreement. The certificate shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Owner. The Certificate of Insurance will include the following statement: "Interest of the Certificate Holder is included as an Additional Insured."

6. Vendor Employee Requirements

- a. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- b. The Contractor shall enforce strict discipline and good order among his employees.
- c. The College is committed to the education and safety of its students and employees. To that end, it is the Contractor's responsibility to ensure that all employees of the Contractor and all employees of the Subcontractors working with the Contractor adhere to the Jessica Lunsford Act (Florida Statute 1012.467).
- d. It is the Contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with immigration policies.
- e. The Contractor shall strictly prohibit interaction between their employees and students, faculty, and staff.

- f.** All employees assigned by the Contractor to the performance of work under contract shall be capable employees, age 18 years or above, qualified in this type of work and physically able to do their assigned work. It shall be the Contractor's responsibility to ensure that all employees meet the physical standards to perform the work assigned. This requirement also includes acceptable hygiene habits of Contractor's employees.
- g.** The Contractor's employees shall be required to dress neatly, appropriate with the tasks being performed.
- h.** Friends, visitors, or family members of the Contractor's employees are not permitted in the work area.
- i.** Any employee whose work performance or conduct is objectionable shall be immediately removed from the college premises at the request of the Owner. Such removal shall be by the Contractor.

END OF SECTION

ATTACHMENT NO. 2
AGREEMENT BETWEEN OWNER AND
CONTRACTOR

THIS AGREEMENT, made this _____ day of _____ in the year Two Thousand and _____ between the Owner: **THE DISTRICT BOARD OF TRUSTEES OF FLORIDA GATEWAY COLLEGE**, a body politic, whose mailing address is 149 S.E. College Place, Lake City, Florida 32025; and the Contractor: _____ whose mailing address is _____.

ARTICLE 1
THE CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, and including the bidding documents.

1.1. The Contract Documents consist of the following:

- (a) The executed Agreement between Owner and Contractor
- (b) Instructions to Bidders (Bid Package ITB # B-039-23-0124) and Attachments thereto
- (c) Plans
- (d) Performance Bond
- (e) Addenda issued prior to execution of the Contract
- (f) Modifications issued after execution of the Contract
- (g) Proposal submitted by the Contractor and accepted by the Owner

1.2 In the event of inconsistencies, conflicts or discrepancies among the documents comprising the Agreement between Owner and Contractor, the documents shall govern in the following order of precedence:

- 1. Owner-approved Change Orders and written amendments or addenda to this Agreement between Owner and Contractor with those of later date having precedence over those of earlier date
- 2. The executed Agreement between Owner and Contractor
- 3. Instructions to Bidders (Bid Package ITB # B-039-23-0124) and Attachments thereto
- 4. Plans
- 5. Proposal submitted by the Contractor and accepted by the Owner and post-bid modifications, if any.

Among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

ARTICLE 2
THE WORK

The Contractor shall perform all the Work required by the Contract Documents in accordance with the Specifications and Plans for ITB # B-039-23-0124, PUBLIC SAFETY COMPLEX / DRIVER SAFETY & TRAINING

TRACK, FLORIDA GATEWAY COLLEGE, OLUSTEE, FLORIDA, and shall fully execute the work described in the documents, working whatever schedule is required to complete the work in the time allotted, including overtime work and weekend work as required.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

Contractor shall execute the Owner/Contractor Contract within seven (7) calendar days from date of receipt and return to the Owner for his execution, along with all required bonds and insurance certificates. Contractor shall begin work upon receipt of a Notice to Proceed issued by Owner.

All work shall be Finally Complete two calendar months after Notice to Proceed has been issued.

Where delays are not justified under conditions in the Contract Documents, the Contractor and his Sureties shall be liable for and shall pay to the Owner liquidated damages as follows:

If the Project is not Finally Completed, in accordance with the requirements of the Contract Documents, the Contractor shall pay to the Owner as liquidated damages for such delay, and not as a penalty, Five Hundred Dollars per calendar day past Final Completion date.

ARTICLE 4
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Orders as provided in the Contract Documents, in current funds, the Contract Sum of _____ DOLLARS (\$_____).

ARTICLE 5
PROGRESS, FINAL PAYMENTS, AND CONTRACTOR PAYMENT TO SUBCONTRACTORS

Upon Application for Payment submitted by the Contractor to the Owner, the Owner shall make progress payments on account of the Contract Sum and a final Payment to the Contractor as follows:

- 5.1** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- a.** Contractor shall present to the Owner an Application for Payment as specified in 5.1.f. Owner shall remit payment, less any contested amount, not later than the 25th business days after the date on which the payment request or invoice is stamped as received as provided in 218.74(1) F.S.
 - b.** The Owner may reject the payment request or invoice within 20 business days after the date on which the payment request or invoice is stamped as received as provided in 218.74(1) F.S. The rejection must be written and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper.
 - c.** If a payment request or an invoice is rejected under 5.1.b. and the contractor submits a corrected payment request or invoice which corrects the deficiency specified in writing by the Owner, the corrected payment request or invoice must be paid or rejected not later than the 10th business day after the date the corrected payment request or invoice is stamped as received as provided in 218.74(1) F.S.

- d. If the Owner disputes a portion of a payment request or an invoice, the undisputed portion shall be paid timely, in accordance with 5.1.a.
- e. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Application for Payment.
- f. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- g. With each Application for Payment, Contractor shall include a Conditional Full or Partial Release of Lien, as applicable, from those subcontractors whose work is included in the Application for Payment.

5.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- a. According to the Owner's best judgment, the Owner shall, within the time period set forth above, make a progress payment to the Contractor in the amount provided in such Certificate; provided such payment in addition to all previous payments does not exceed ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work plus ninety-five percent (95%) of the Contract Sum properly allocable to materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at a bonded location suitable to Owner when agreed upon by the parties in writing, up to five days prior to the date on which the Application for Payment is submitted. Storage on the campus does not constitute title passing to the Owner.
- b. Any progress payments defined in 5.2 a. of this Agreement shall be reduced by any amounts that are the subject of a good faith dispute, the subject of a claim brought pursuant to 255.05 Florida Statutes or otherwise the subject of a claim or demand by the Owner or Contractor.
- c. If the project is not completed and Finally Accepted by the Owner, liquidated damages for each calendar day of such delay will be assessed in accordance with the Contract Documents. The Contractor and his Sureties will be liable for and shall pay the Owner such amount. Any waiver of any part of this provision must be in a separate writing signed by the Owner. When the Final Closeout Documents have been reviewed and approved, Final Payment of the remaining FIVE PERCENT (5%) will be made upon Final Acceptance by the Board of Trustees.

5.3 The Application for Payment for the final payment under the contract shall include the following forms:

- a. Contractor's Affidavit to Owner stating that all lienors have been paid in full. If any Sub contractor, material man, fabricator or supplier fails or refuses to furnish a release or waiver in full, the prime Contractor will furnish an Indemnity Bond for release of lien to the Owner, or other collateral satisfactory to the Owner, to indemnify the Owner against any lien.
- b. Consent of Surety to Final Payment on appropriate A.I.A. Document or other form acceptable to the Owner.
- c. Contractor's Affidavit of Release of Liens on A.I.A. Documents G706 and G706A, or other forms acceptable to the Owner, certifying that the prime Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services on the project release or waive any lien against the Owner arising in the construction project.

- 5.4** Subcontractors, forty-five (45) days after satisfactory completion of their work on the Contractor's project, can invoice the Contractor for the remainder of unpaid work, including the full value of the retainage related to their work, less the value of any item contested in accordance with the terms and conditions of the construction Contract.
- a.** The Contractor shall require the Subcontractor to include a conditional release of lien and all appropriate warranties and closeout documentation with this final payment invoice to the Contractor.
 - b.** The Contractor must include this subcontractor payment request in the next Application for Payment in the pay application cycle to the Owner following the receipt of the subcontractor payment request, if deemed to be complete and in compliance with this section.
 - c.** When a Contractor receives payment from the Owner for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, the Contractor shall remit payment due to those subcontractors and suppliers, less the value of any item contested in accordance with the terms and conditions of the construction Contract, within ten (10) days after the Contractor's receipt of payment.
- 5.5** Paragraphs 5.4 shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or Sub-subcontractor (et al.), or between any persons or entities other than the Owner and Contractor.

ARTICLE 6
MISCELLANEOUS PROVISIONS

- 6.1** Terms used in the Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 6.2** The Contract Documents as listed in Article 1 shall constitute the entire Agreement between the Owner and the Contractor, except for Modifications issued after execution of this Agreement, and shall include any Alternates set forth herein. In the event of a conflict between the Plans, then specific provisions of the Plans shall control.
- 6.3** The Owner's representative is:
- Randy Thomas, Director of Facilities
Florida Gateway College
149 S.E. College Place
Lake City, Florida 32025-8703
(386) 754-4429
- 6.4** The Contractor's representative is:
- Name and Title:
Name of Company:
Address:
Telephone:
- 6.5** Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days written notice to the other party.

- 6.6** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract as a whole without the written consent of the other. Any assignment without such consent shall be null, void, and without effect. Furthermore, the Contractor agrees that it will not assign this Agreement, or any of the Contractor's rights hereunder, and that the Contractor will not sublet the work or services hereunder or any part thereof, (except as specifically herein before recognized and permitted), to any other person, firm or corporation.
- 6.7** The Contract shall be governed by, and construed under, the laws of the State of Florida, without regard to its choice of law provisions and venue shall lie in the courts in Columbia County, Florida.
- 6.8** The Contractor represents and warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm (other than a bona fide employee working solely for the Contractor) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 6.9** Owner's performance and obligation to pay hereunder is contingent upon an annual appropriation by legislature.
- 6.10** The Contractor represents that it is not on the State of Florida's convicted vendor list for a public crime committed within the past thirty-six (36) months. The Contractor further warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant in connection with this Project if the supplier, subcontractor, or consultant has been placed on the State of Florida's convicted vendor list within the past thirty-six (36) months.
- 6.11** This Contract represents the entire and integrated agreement between the Owner and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral, for the Project. This Contract may be amended only by written instruments signed by both the Owner and Contractor.
- 6.12** Contractor shall provide Owner and its representative's access to the Work in preparation and progress wherever located.
- 6.13** Until the Contract terminates, Contractor shall carry the insurance and performance bond described in the Contract Documents.
- 6.14** The Contract may be unilaterally terminated by the Owner for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction herewith.
- 6.15** To the extent that Contractor meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:
1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

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 public agency.
4. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor to keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy all public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
5. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS Cassandra Buckles at 386-754-4313, cassandra.buckles@fgc.edu, Ms. Cassandra Buckles, Human Resources and Equity Officer, Florida Gateway College, 149 SE College Place, Lake City, Florida 32025.**

6.16 This Agreement does not constitute a personal liability or responsibility of the members of the Board of Trustees or obligation of the Owner's Board of Trustees, officers, employees, or attorneys.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHERE OF, the parties have affixed their signatures, effective on the date first written above.

THE DISTRICT BOARD OF TRUSTEES OF FLORIDA GATEWAY COLLEGE

Board Chair

Signature

Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this ____ day of _____ 20 ____, by _____ who [] is personally known to me or [] has produced a Florida driver’s license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

CONTRACTOR

Name and Title

Signature

Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this ____ day of _____ 20 ____, by _____ who [] is personally known to me or [] has produced a Florida driver’s license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

END OF SECTION

**ATTACHMENT NO. 3
BID PROPOSAL FORM**

(To be copied on Contractor’s business letterhead)

TO: DISTRICT BOARD OF TRUSTEES OF
FLORIDA GATEWAY COLLEGE
149 S.E. COLLEGE PLACE
LAKE CITY, FL 32025-8703

PROJECT: PUBLIC SAFETY COMPLEX / DRIVER SAFETY & TRAINING TRACK
LAKE CITY, FLORIDA
FGC BID NUMBER: B-039-23-0124

The undersigned Contractor, (hereinafter called “Bidder”), proposes to furnish all labor and materials for the construction of the above referenced project, in full accordance with the Contract Documents for said project, for the following bid price (prices):

BASE BID: _____ DOLLARS (\$ _____)
(Insert dollar amount in text) (Insert dollar amount in numbers)

The undersigned agrees that if this Bid Proposal is accepted, construction of this project will begin within the time specified after award of the Contract, and shall be Finally Completed within the specified time, as evidenced by Bidders willingness to sign, and execute a Contract so stating.

The Bidder does hereby agrees that this Bid Proposal shall remain in full force and effect for a period of thirty (30) calendar days after the time of the opening of this Bid Proposal, and that the Bidder will not revoke nor cancel this Bid Proposal or withdraw from the competition within said thirty calendar day period; that in the event the Contract is awarded to this Bidder, Bidder will, within seven (7) calendar days after it is received, enter into a written Contract with the Owner in accordance with the accepted bid.

Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period:

ADDENDUM NO. _____ DATE: _____
ADDENDUM NO. _____ DATE: _____
ADDENDUM NO. _____ DATE: _____
ADDENDUM NO. _____ DATE: _____

IN WITNESS WHEREOF, the Bidder has hereunto set his signature and affixed his seal this _____ day of

_____, 20____, BY: _____
(Type Firm Name) (Seal)

(Type Name and Title of Authorized Principal) (Signature of Authorized Principal)

(Type Contractor’s License Number)

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this ____ day of _____ 20 ____, by _____ who [] is personally known to me or [] has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

END OF SECTION

**ATTACHMENT NO. 4
LIST OF SUBCONTRACTORS**

This list is attached to and is an integral part of the Bid Proposal submitted by:

FIRM NAME: _____

ADDRESS: _____

The undersigned, hereinafter called "Bidder" lists below the names of Subcontractors who will perform the portions of the work included in the project. Subcontractors listed cannot be changed without the express written approval of the Owner.

Subcontractors not meeting the requirements listed below will be cause for rejection of that Subcontractor. The undersigned declares that they have fully investigated each Subcontractor listed and has in his files evidence that such Subcontractor is currently and appropriately licensed in the State of Florida and engaged successfully in his line of work for a minimum of one year prior to this Bid Date or longer if required by the Specifications for the specific section or trade, that he maintains a fully equipped organization capable technically and financially of performing the pertinent work and that he has made similar installations in a satisfactory manner. Subcontractors proposed for this project may, at the Owner's discretion, be required to submit references from previous project owners.

If Contractor lists himself as a sub-contractor, he must meet all the above requirements, including licenses and/or certifications for each trade for which he is listed.

Subsequent to execution of the Contract, Contractor will be required to submit copies of all Subcontractors' and, if applicable, the Contractor's occupational licenses and evidence of compliance with the above requirements.

<u>Division of Work</u>	<u>Subcontractor Name</u>
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the Bidder has hereunto set his signature and affixed his seal this ____ day of

_____, 20 ____, BY: _____

(Type Firm Name)

(Seal)

(Type Name and Title of Authorized Principal)

(Signature of Authorized Principal)

END OF SECTION

**ATTACHMENT NO. 5
IDENTICAL TIE BIDS STATEMENT**

Whenever two or more bids that are equal in respect to price, quality and service are received by the College for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

(Type Name of Firm) (Signature of Authorized Principal)

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this ____ day of _____ 20 ____, by _____ who [] is personally known to me or [] has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

END OF SECTION

ATTACHMENT NO. 6
PUBLIC ENTITY CRIMES SWORN STATEMENT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to: The Board of Trustees of Florida Gateway College

by _____ for _____
(Print Individual's Name and Title) (Print Name of Entity Submitting Sworn Statement)

whose business address is _____ and (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 statement:
_____.

2. I understand that a "public entity crime" as defined in Paragraph 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 Paragraph 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, non-jury trial, or entry of plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima 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 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 into 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 an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor the affiliate of the entity has 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, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, division of Administrative Hearings 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 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH THE LIFE OF THE CONTRACT. 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this ____ day of _____ 20 ____, by _____ who [] is personally known to me or [] has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

END OF SECTION

ATTACHMENT NO. 7
APPLICATION AND CERTIFICATE FOR PAYMENT

(THIS FORM SHALL BE USED WITHOUT CHANGES)

Date: _____ For Period Ending: _____ Payment No.: _____

CONTRACTOR: _____

CONTRACT FOR: ITB # B-039-23-0124
 PUBLIC SAFETY COMPLEX / DRIVER SAFETY & TRAINING TRACK
 OLUSTEE, FLORIDA

Original Contract Sum	\$ _____	Contract Time	_____	Calendar Days	_____
Adds to Date	\$ _____	Authorized Ex	_____	Calendar Days	_____
Total	\$ _____	Pending Requests	_____	Calendar Days	_____
Deducts to Date	\$ _____	Time Lapsed to Date	_____	Calendar Days	_____
Adj. Contract Sum	\$ _____				

WORK PERFORMED TO DATE	\$ _____
MATERIAL SUITABLY STORED (Itemized list of materials attached).	\$ _____
TOTAL TO DATE	\$ _____
Less Retainage (5%)	\$ _____
Less Previous Payments	\$ _____
Total	\$ _____
DUE THIS PAYMENT	\$ _____

CERTIFICATION OF THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this Certificate are correct and that all work has been performed and material supplied in full accordance with the terms and conditions of the Contract. I further certify that all just and lawful bills against the undersigned and his subcontractors have been paid in full accordance with their terms and conditions and that **all subcontractors listed on the previous month's Application and Certificate for Payment have been paid the full amount listed on that Application.**

Date: _____ Contractor: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization this ____ day of _____ 20 ____, by _____ who [] is personally known to me or [] has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: _____

CERTIFICATE OF THE DIRECTOR OF FACILITIES: I certify that I have checked and verified this Certificate; that to the best of my knowledge and belief it is a true statement of the value of the Work performed and material suitably stored on the site or other approved location by the Contractor; that all work and material included in this Certificate have been reviewed by me or my authorized Representative; and that all work has been performed and material supplied in full accordance with the terms of the Contract.

Date: _____

Director of Facilities Signature: _____

APPROVED FOR PAYMENT:

Date: _____

VP of Business Services: _____

END OF SECTION

**ATTACHMENT NO. 8
PERFORMANCE BOND**

THIS BOND IS ISSUED IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT AS PROVIDED BY SECTION 255.05, F.S.

KNOW ALL MEN BY THESE PRESENTS: that (Contractor name & address), as Principal, hereinafter called Contractor and (Surety name, address & phone number), as surety, hereinafter called Surety, are held and firmly bound unto the **DISTRICT BOARD OF TRUSTEES OF FLORIDA GATEWAY COLLEGE**, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of (contract amount), for the payment where of Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ 20 ____, entered into a contract with Owner for college walkway improvements, project No. B-039-23-0124, in accordance with the plans and specifications which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract and all obligations thereunder, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner, and any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract which shall not affect Surety's obligation under this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is that if Contractor:

1. Performs the Contract between Contractor and Owner, and 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 Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Contractor 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.

The sole and exclusive venue and jurisdiction for any proceedings, legal or equitable, under this Bond, shall be in a court of competent jurisdiction in the county in which the project which is the subject of this Bond is being constructed.

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 non-compliance with formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

***** CONTRACTOR *****

(As Witnessed By)

(Contractor Name) (Seal)

(Printed Name and Title)

***** SURETY *****

(As Witnessed By)

(Surety Name) (Seal)

(Printed Name and Title)

(Address)

(Power of Attorney attached hereto)


END OF SECTION

ATTACHMENT NO. 9
FGC DROPBOX SUBMITTAL INSTRUCTIONS

**Submitting Bid Proposals
via FGC Dropbox Instructions**

STEP 1. In a web browser, navigate to <https://dropbox.fgc.edu/>.

STEP 2. Click the **Drop-off** button.

 **FLORIDA GATEWAY COLLEGE**

Home Login

Florida Gateway College Username: Password: Login

If you are a Florida Gateway College user, you should login above to avoid having to verify your email address, and be able to drop-off files to non-Florida Gateway College users.

Anyone may perform the following activities:

- Drop-off** Drop-off (*upload*) a file for a Florida Gateway College user (**email verification required**).
- Pick-up** Pick-up (*download*) a file dropped off for you.

i Florida Gateway College users: you may login with your username and password and send files to anyone, in or out of College.
Non-Florida Gateway College users: you cannot log in, but can still send files to Florida Gateway College users if you know their email address. Start by clicking the "Drop-off" button.
Florida Gateway College users who wish someone outside College to send them files, can make it a lot easier for them by logging in and clicking "Request a Drop-off". That saves the other person having to prove who they are. The request created will be valid for 7 days.

FGC Dropbox is a service to make it easy for you to move files, including large files up to 20.0 GB, in and out of College.

? How secure is FGC Dropbox?

i Files are automatically deleted from FGC Dropbox 14 days after you upload them.

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STEP 3.

On the page that follows enter:

- 1) enter your name, organization, and email address
- 2) complete the reCAPTCHA
- 3) click the **Send confirmation** button

Home


FLORIDA GATEWAY COLLEGE

Information about the Sender

Have you been given a "Request Code"?

1) Your name: (required)
Your organization:
Your email address: (required)

To confirm that you are a *real* person (and not a computer), please complete the quick challenge below:

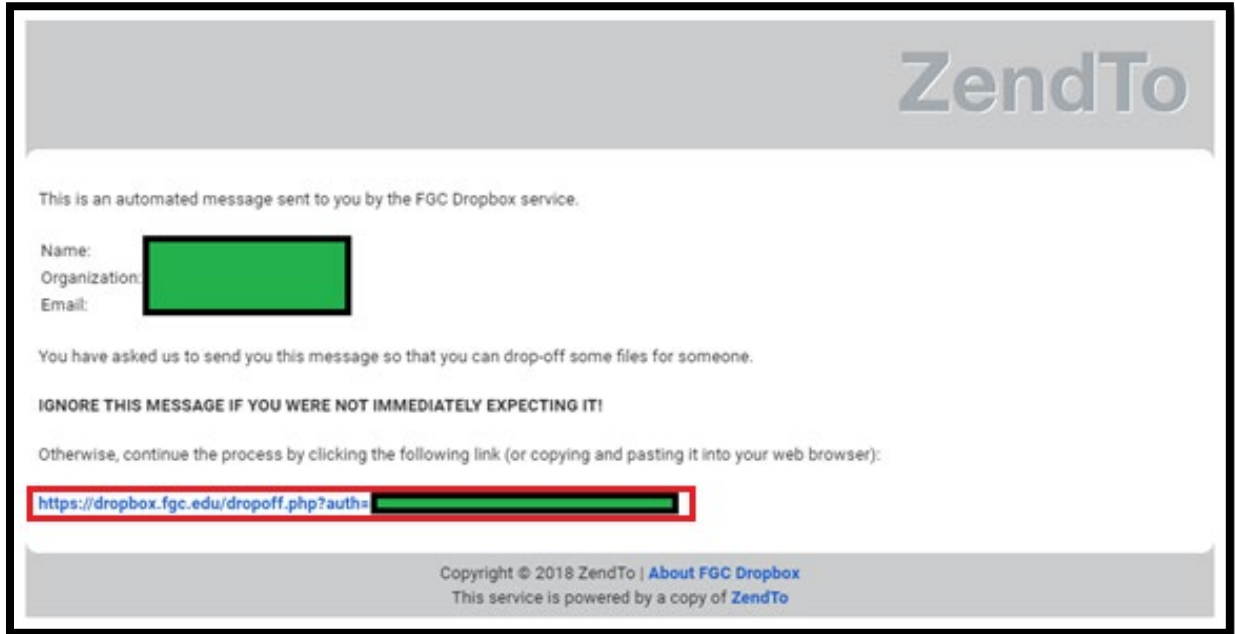
2) I'm not a robot  reCAPTCHA
Privacy - Terms

I now need to send you a confirmation email.
When you get it in a minute or two, click on the link in it.

3)

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STEP 4. You will receive an email like the one below at the address you specified in the previous step. Navigate to the link provided in the email.



STEP 5.

On the linked page:

- 1) click the add button (green and white plus sign)
- 2) enter the recipient's information

Name: Aaron Mathews

Email: aaron.mathews@fgc.edu

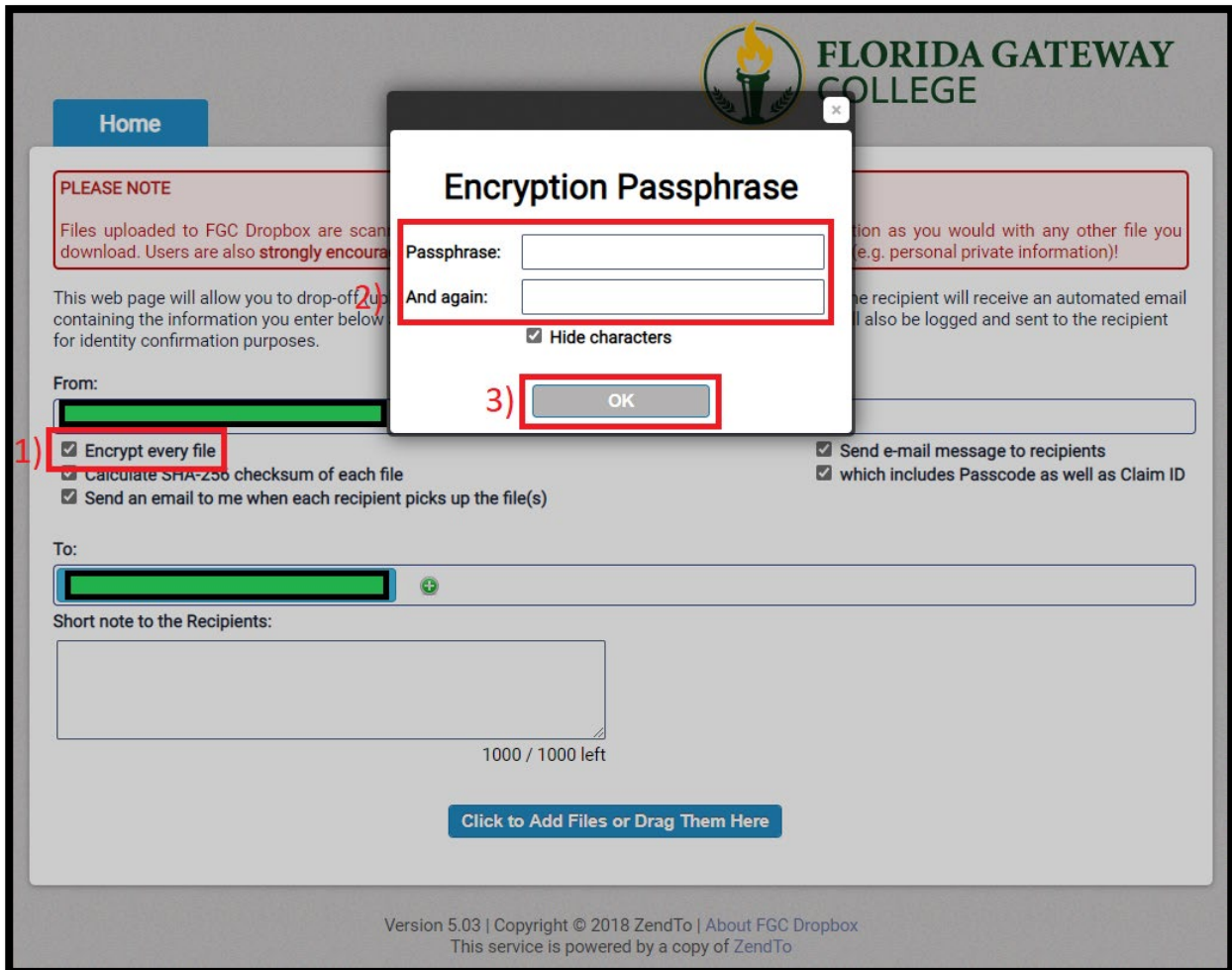
- 3) click the **Add Recipient** button
- 4) click the close button on the Add Recipients modal dialog.

The screenshot shows the Florida Gateway College website interface. A modal dialog titled "Add Recipients" is open in the center. The dialog has a white background and a dark border. It contains two input fields: "Name:" and "Email:". Below these fields is a blue button labeled "Add Recipient". A red box highlights the "Add Recipient" button, with a red "3)" next to it. The background interface is dimmed. At the top right, the Florida Gateway College logo and name are visible. A red "4)" points to a close button (a small square with an 'x') in the top right corner of the modal dialog. On the left side of the background interface, a red "1)" points to a green and white plus sign button. A red "2)" points to the "Name:" and "Email:" input fields. The background interface also includes a "PLEASE NOTE" section, a "From:" field with a green bar, and several checkboxes for file encryption and email notifications. At the bottom of the background interface, there is a blue button that says "Click to Add Files or Drag Them Here".

STEP 6. **IMPORTANT:** To provide assurance that the submitted files cannot be opened except by College personnel at the appropriate time:

- 1) check the **Encrypt every file** checkbox
- 2) carefully enter a secure passphrase
- 3) click the **OK** button.

You **MUST** email the passphrase to aaron.mathews@fgc.edu. Without the passphrase, the files **CANNOT** be retrieved, even by College IT staff.



Step 7. Upload the desired file(s) to be submitted. Either drag-and-drop the file(s) into the browser window or click the **Click to Add Files or Drag Them Here** button and select the file(s) from the dialog window that opens.

The screenshot shows the Florida Gateway College FGC Dropbox upload page. At the top right is the Florida Gateway College logo. A blue 'Home' button is on the left. A red-bordered box contains a 'PLEASE NOTE' section with text about virus scanning and encryption. Below this is a paragraph explaining the upload process. The 'From:' field is a text input with a green bar. There are four checkboxes: 'Encrypt every file', 'Calculate SHA-256 checksum of each file', 'Send an email to me when each recipient picks up the file(s)', 'Send e-mail message to recipients', and 'which includes Passcode as well as Claim ID'. The 'To:' field is a text input with a green bar and a plus icon. Below it is a 'Short note to the Recipients:' text area with a '1000 / 1000 left' character count. A blue button with a red border says 'Click to Add Files or Drag Them Here'. At the bottom, it says 'Version 5.03 | Copyright © 2018 ZendTo | About FGC Dropbox' and 'This service is powered by a copy of ZendTo'.

Home

FLORIDA GATEWAY COLLEGE

PLEASE NOTE

Files uploaded to FGC Dropbox are scanned for viruses. But still exercise the same degree of caution as you would with any other file you download. Users are also **strongly encouraged** to encrypt every file if any contain sensitive information (e.g. personal private information)!

This web page will allow you to drop-off (upload) one or more files for a Florida Gateway College user. The recipient will receive an automated email containing the information you enter below and instructions for downloading the file. Your IP address will also be logged and sent to the recipient for identity confirmation purposes.

From:

[Redacted]

Encrypt every file Send e-mail message to recipients
 Calculate SHA-256 checksum of each file which includes Passcode as well as Claim ID
 Send an email to me when each recipient picks up the file(s)

To:

[Redacted]

Short note to the Recipients:

[Text Area]

1000 / 1000 left

Click to Add Files or Drag Them Here

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Step 8. After uploading your files:

- 1) Enter a brief description of each item.
- 2) Type your organization's name and ITB # B-039-23-0124 PUBLIC SAFETY COMPLEX / DRIVER SAFETY & TRAINING TRACK.

When done:

- 3) click the **Drop-off Files** button to submit your files.

The screenshot shows the Florida Gateway College Dropbox interface. At the top right is the college logo and name. A 'Home' button is on the left. A red-bordered box contains a 'PLEASE NOTE' section with virus scanning information. Below this is a paragraph explaining the service. The 'From:' field is filled with a redacted name. There are four checkboxes: 'Encrypt every file', 'Calculate SHA-256 checksum of each file', 'Send an email to me when each recipient picks up the file(s)', 'Send e-mail message to recipients', and 'which includes Passcode as well as Claim ID'. The 'To:' field is also redacted. A 'Short note to the Recipients:' text area contains 'This is an example note.' and is highlighted with a red box and labeled '2)'. Below the note is a 'Click to Add Files or Drag Them Here' button. A table shows one file: 'ExampleFile.txt' with a size of '<0.1 KB' and a description 'Example file description'. The description field is highlighted with a red box and labeled '1)'. Below the table is a 'Drop-off Files' button, highlighted with a red box and labeled '3)'. The footer contains version and copyright information.

FLORIDA GATEWAY COLLEGE

Home

PLEASE NOTE

Files uploaded to FGC Dropbox are scanned for viruses. But still exercise the same degree of caution as you would with any other file you download. Users are also **strongly encouraged** to encrypt every file if any contain sensitive information (e.g. personal private information)!

This web page will allow you to drop-off (upload) one or more files for a Florida Gateway College user. The recipient will receive an automated email containing the information you enter below and instructions for downloading the file. Your IP address will also be logged and sent to the recipient for identity confirmation purposes.

From:

[Redacted Name]

Encrypt every file Send e-mail message to recipients
 Calculate SHA-256 checksum of each file which includes Passcode as well as Claim ID
 Send an email to me when each recipient picks up the file(s)

To:

[Redacted Name]

Short note to the Recipients:

This is an example note.

976 / 1000 left

2)

Click to Add Files or Drag Them Here

Filename	Size	Description
1: ExampleFile.txt	<0.1 KB	Example file description

<0.1 KB / 20480 MB

3) Drop-off Files

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Step 9. You will then be presented with the Drop-Off Summary.


Home

FLORIDA GATEWAY COLLEGE



Drop-Off Summary

Your files have been sent successfully.

This drop-off is encrypted with a passphrase known only to the sender.

Filename	Size	SHA-256 Checksum	Description
 ExampleFile.txt	16 bytes	42319A509CF5DFFB1E14E6D4C8D33180 7B64750DFBBCE6AB9EA7C7FAE1639CB4	Example file description

1 file

From:  from  on 2020-04-02 13:26

Comments:

This is an example note.

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END OF SECTION

**ATTACHMENT NO. 10
BIDDERS CHECKLIST**

To assist you in furnishing a responsible bid, this sample checklist has been prepared for your use, prior to bid submittal. The documents listed below must be submitted with the bid proposal.

	Attachment 3 – Bid Proposal Form (Mandatory)
	Attachment 4 – List of Subcontractors (Mandatory)
	Attachment 5 – Identical Tie Bids Statement (Non-Mandatory)
	Attachment 6 – Public Entity Crimes Sworn Statement (Mandatory)

END OF SECTION

**ATTACHMENT NO. 11
ENGINEER SHEETS**

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Engineer Sheets contained in pages 46 – 59



**BAKER
COUNTY**

FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING BAKER COUNTY, FL

SHEET INDEX

COVER SHEET	1
SIGNATURE SHEET	2
GENERAL & EROSION CONTROL NOTES	3
TYPICAL SECTIONS	4
OVERALL SITE PLAN	5
NW ALIGNMENT WIDENING PLAN & PROFILE SHEETS	6 - 7
ROADWAY CROSS SECTIONS	8 - 11
CROSS DRAIN DETAIL	12
EXISTING SWMF PLAN	13
MISC. DETAILS	14



PROJECT LOCATION

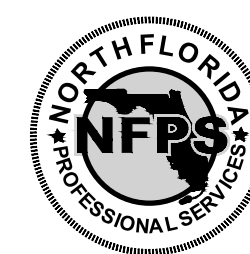
PLANS PREPARED FOR:

**FLORIDA GATEWAY COLLEGE
149 SE COLLEGE PLACE
LAKE CITY, FL 32025**

08/2022

FOR CONSTRUCTION

REVISIONS	
DATE	DESCRIPTION



NORTH FLORIDA PROFESSIONAL SERVICES, INC.
 P.O. BOX 3823
 LAKE CITY, FL 32056
 PH. 386-752-4675
 LIC NO. LB8356

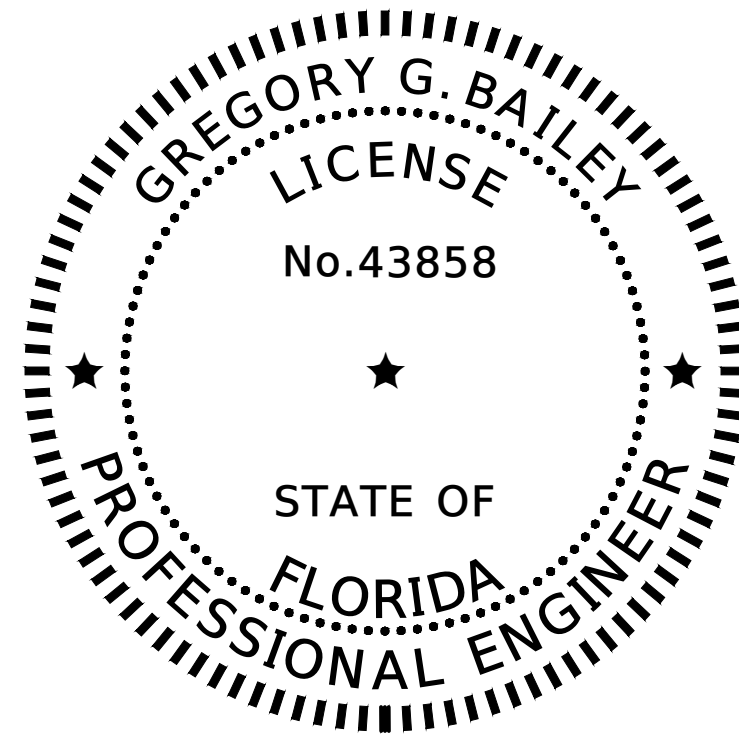
2551 BLAIRSTONE PINES DR.
 TALLAHASSEE, FL 32301
 WWW.NFPS.NET
 CA# 29011

JOB NUMBER:
L180401FGC
 EOR:
GREGORY G. BAILEY
 P.E. NO.:
43858

COVER SHEET

SHEET NO.
1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL


PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED IN THE ELECTRONIC DOCUMENTS.

NORTH FLORIDA PROFESSIONAL SERVICES INC.
 P.O. BOX 3823
 LAKE CITY, FL 32056
 CERTIFICATE OF AUTHORIZATION: 29011
 GREGORY G. BAILEY, P.E. NO. 43858

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET INDEX

COVER SHEET	1
SIGNATURE SHEET	2
GENERAL & EROSION CONTROL NOTES	3
TYPICAL SECTIONS	4
OVERALL SITE PLAN	5
NW ALIGNMENT WIDENING PLAN & PROFILE SHEETS	6 - 7
ROADWAY CROSS SECTIONS	8 - 11
CROSS DRAIN DETAIL	12
EXISTING SWMF PLAN	13
MISC. DETAILS	14

REVISIONS			NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356	2551 BLAIRSTONE PINES DR. TALLAHASSEE, FL 32301 WWW.NFPS.NET CA# 29011	JOB NUMBER: L180401FGC EOR: GREGORY G. BAILEY P.E. NO.: 43858	SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION					FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING BAKER COUNTY, FL	2

GENERAL NOTES


1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO ENSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE ISSUED SUWANNEE RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
4. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
5. THE SITE IS LOCATED IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 19 EAST, BAKER COUNTY, FLORIDA.
6. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
7. THE STORMWATER BASIN IS DESIGNED IN ACCORDANCE WITH SRWMD APPLICANT HANDBOOK VOLUME 11 AND 62-330 F.A.C.
8. ALL SLOPES OF THE STORMWATER BASIN SHALL BE GRASSED. ALL SLOPES STEEPER THAN 3:1 SHALL BE STAPLED SOD.
9. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
10. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN.
11. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS.
12. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.
13. CONTRACTOR SHALL PROVIDE ACTUAL INVERT ELEVATIONS ON ALL DRAINAGE STRUCTURES, INCLUDING CULVERTS, PRIOR TO PLACING ANY BASE MATERIAL. DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER BEFORE CONTINUING WORK.
14. THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION) AND THE F.D.O.T. STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION), AWWA SPECIFICATIONS.
15. IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS.
16. THE CONTRACTOR SHALL NOTIFY THE COLLEGE AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
17. THE CONTRACTOR SHALL SUBMIT A NOTICE OF CONSTRUCTION COMMENCEMENT TO THE WATER MANAGEMENT DISTRICT AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.

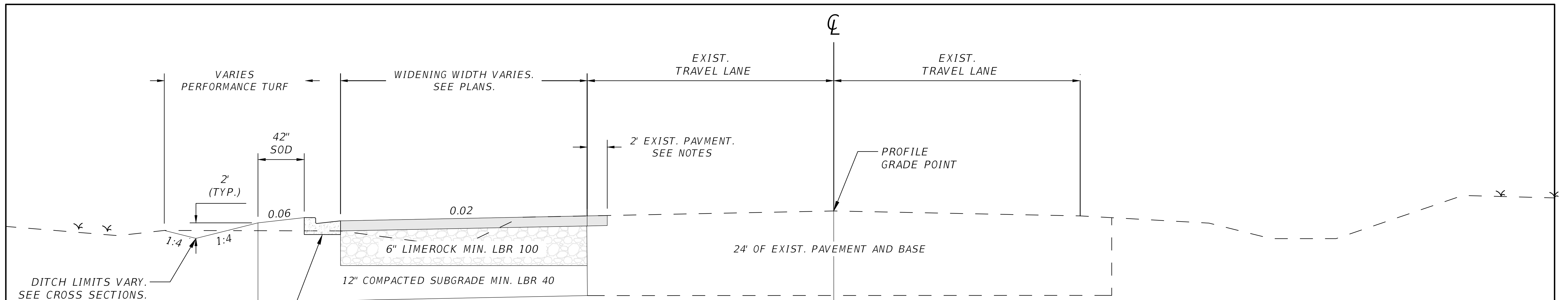
18. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY MEETING THE REQUIREMENTS OF CHAPTER 61G17 F.A.C. FOR THE STORMWATER MANAGEMENT SYSTEMS. INCLUDE HORIZONTAL AND VERTICAL DIMENSIONAL DATA SO THAT IMPROVEMENTS ARE LOCATED AND DELINEATED RELATIVE TO THE BOUNDARY. THIS AS-BUILT SURVEY SHOULD INCLUDE ALL OUTFALL STRUCTURES. PROVIDE SUFFICIENT DETAILED DATA TO DETERMINE WHETHER THE IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE PLANS. A COPY OF THE AS-BUILT SURVEY (IN PAPER AND DIGITAL AUTOCAD FORMAT) MUST BE SUBMITTED TO THE ENGINEER.
19. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.
20. IF DURING CONSTRUCTION OR OPERATION OF THE STORM WATER MANAGEMENT SYSTEM, A STRUCTURAL FAILURE IS OBSERVED THAT HAS THE POTENTIAL TO CAUSE THE DIRECT DISCHARGE OF SURFACE WATER INTO THE FLORIDAN AQUIFER SYSTEM, CORRECTIVE ACTIONS DESIGNED OR APPROVED BY A REGISTERED PROFESSIONAL SHALL BE TAKEN AS SOON AS PRACTICAL TO CORRECT THE FAILURE. SEE KARST REPAIR DETAIL #E23. IN ADDITION, A REPORT PREPARED BY A REGISTERED PROFESSIONAL MUST BE PROVIDED AS SOON AS PRACTICAL TO THE DEPARTMENT FOR REVIEW AND APPROVAL THAT PROVIDES REASONABLE ASSURANCE THAT THE BREACH WILL BE PERMANENTLY CORRECTED.
21. ALL UTILITY AND/OR DRAINAGE STRUCTURES SHALL BE PRECAST UNLESS APPROVED BY THE ENGINEER. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR APPROVAL PRIOR TO PROCUREMENT.
22. CONTRACTOR SHALL BE AWARE OF AND COORDINATE ALL WORK AROUND ANY ONGOING VEHICLE TRAINING AND OR GUN RANGE OPERATIONS DURING CONSTRUCTION.

EROSION CONTROL NOTES

1. THIS EROSION AND SEDIMENTATION CONTROL PLAN COMPLIES WITH THE REQUIREMENTS OF THE "FLORIDA DEVELOPMENT MANUAL" AND THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
2. THE CONTRACTOR SHALL ADHERE TO SRWMD, AND OTHER GOVERNING AUTHORITIES FOR EROSION AND SEDIMENT CONTROL REGULATIONS. IF THE CONTRACTOR NEEDS TO CHANGE THIS PLAN TO MORE EFFECTIVELY CONTROL EROSION AND SEDIMENTATION, THE CONTRACTOR SHALL USE BMP'S FROM THE "FLORIDA EROSION AND SEDIMENT CONTROL INSPECTOR'S MANUAL".
3. THE CONTRACTOR SHALL ADJUST AND REVISE THIS PLAN TO MEET ACTUAL FIELD CONDITIONS. ANY REVISIONS SHALL BE APPROVED BY THE REVIEWING AGENCIES.
4. SEDIMENT AND EROSION CONTROL FACILITIES, STORM DRAINAGE FACILITIES AND DETENTION BASINS SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL OF 0.5 INCHES OR GREATER, AND REPAIRED OR REPLACED AS NECESSARY.
6. SEDIMENT AND EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL ALL CONSTRUCTION IS COMPLETE AND UNTIL A PERMANENT GROUND COVER HAS BEEN ESTABLISHED.
7. ALL OPEN DRAINAGE SWALES SHALL BE GRASSED AND RIPRAP SHALL BE PLACED AS REQUIRED TO CONTROL EROSION.
8. SILT FENCES SHALL BE LOCATED ON SITE TO PREVENT SEDIMENT AND EROSION FROM LEAVING PROJECT LIMITS.
9. CONTRACTOR SHALL PLACE A DOUBLE ROW OF SILT FENCE IN AREAS WHERE RUNOFF FROM DISTURBED AREAS MAY ENTER WETLANDS.
10. DURING CONSTRUCTION AND AFTER CONSTRUCTION IS COMPLETE, ALL STRUCTURES SHALL BE CLEANED OF ALL DEBRIS AND EXCESS SEDIMENT.
11. ALL GRADED AREAS SHALL BE STABILIZED IMMEDIATELY WITH A TEMPORARY FAST-GROWING COVER AND/OR MULCH.
12. A PAD OF RUBBLE RIP RAP SHALL BE PLACED AT THE BOTTOM OF ALL COLLECTION FLUMES AND COLLECTION PIPE OUTLETS. GRANITE OR LIMESTONE RIPRAP IS REQUIRED, NO BROKEN CONCRETE WILL BE ACCEPTED.
13. ALL SIDE SLOPES STEEPER THAN 3:1 SHALL BE ADEQUATELY PROTECTED FROM EROSION THROUGH THE USE OF SYNTHETIC BALES OR SODDING.
14. ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN DAYS.
15. ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY CONTRACTOR.
16. LOADED HAUL TRUCKS SHALL BE COVERED WITH TARPS.
17. EXCESS DIRT SHALL BE REMOVED DAILY.
18. THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS. PERMIT REQUIRED FROM SRWMD HAS BEEN OBTAINED.
19. QUALIFIED PERSONNEL SHALL INSPECT THE AREA USED FOR STORAGE OF STOCKPILES, THE SILT FENCE AND STRAW BALES, THE LOCATION WHERE VEHICLES ENTER OR EXIT THE SITE, AND THE DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED, AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OF 0.5 INCHES OR GREATER.
20. SITES THAT HAVE BEEN FINALLY STABILIZED WITH SOD OR GRASSING SHALL BE INSPECTED AT LEAST ONCE EVERY WEEK.

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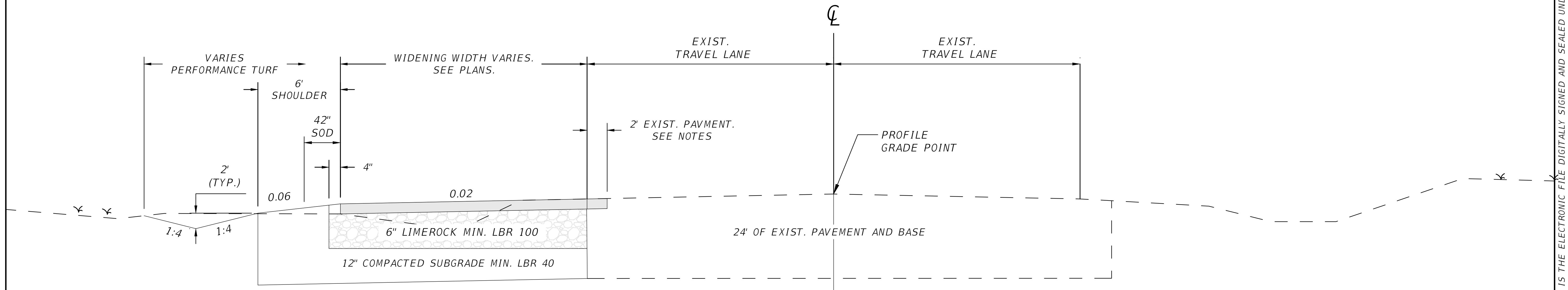
REVISIONS			NORTH FLORIDA PROFESSIONAL SERVICES, INC. P.O. BOX 3823 LAKE CITY, FL 32056 PH. 386-752-4675 LIC NO. LB8356	2551 BLAIRSTONE PINES DR. TALLAHASSEE, FL 32301 WWW.NFPS.NET CA# 29011	JOB NUMBER: L180401FGC EOR: GREGORY G. BAILEY P.E. NO.: 43858	GENERAL & EROSION CONTROL NOTES FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING BAKER COUNTY, FL	SHEET NO.
DATE	DESCRIPTION						3



TYPICAL SECTION # 2

STA. 301+33.84 TO 307+53.77
 12" COMPACTED SUBGRADE (LBR 40)
 6" LIMEROCK BASE (LBR 100)
 TYPE SP 9.5 STRUCTURAL COURSE (TL-B) (2")
 CONTRACTOR SHALL MATCH THE EXIST. PROFILE OF THE NW ALIGNMENT.

DITCH LIMITS VARY. SEE CROSS SECTIONS.
 CONST. TYPE E CURB IN ACCORDANCE WITH FDOT STAND. PLAN 520-001.



TYPICAL SECTION # 1

STA. 300+53.61 TO 301+33.84
 & 307+53.77 TO 308+09.43
 12" COMPACTED SUBGRADE (LBR 40)
 6" LIMEROCK BASE (LBR 100)
 TYPE SP 9.5 STRUCTURAL COURSE (TL-B) (2")
 CONTRACTOR SHALL MATCH THE EXIST. PROFILE OF THE NW ALIGNMENT.

TYPICAL SECTION NOTES:
 CONTRACTORS SHALL USE ONE OF THE TWO METHODS BELOW WHEN REMOVING 2' OF THE EXIST. EDGE OF THE WESTERN LANE.
 1. CONTRACTOR SHALL MILL THE EXIST. EDGE OF THE WESTERN LANE TO THE FULL DEPTH OF PAVEMENT.
 2. CONTRACTOR SHALL SAW CUT AND REMOVE A 2' STRIP OF THE EXIST. EDGE OF THE WESTERN LANE.

REVISIONS	
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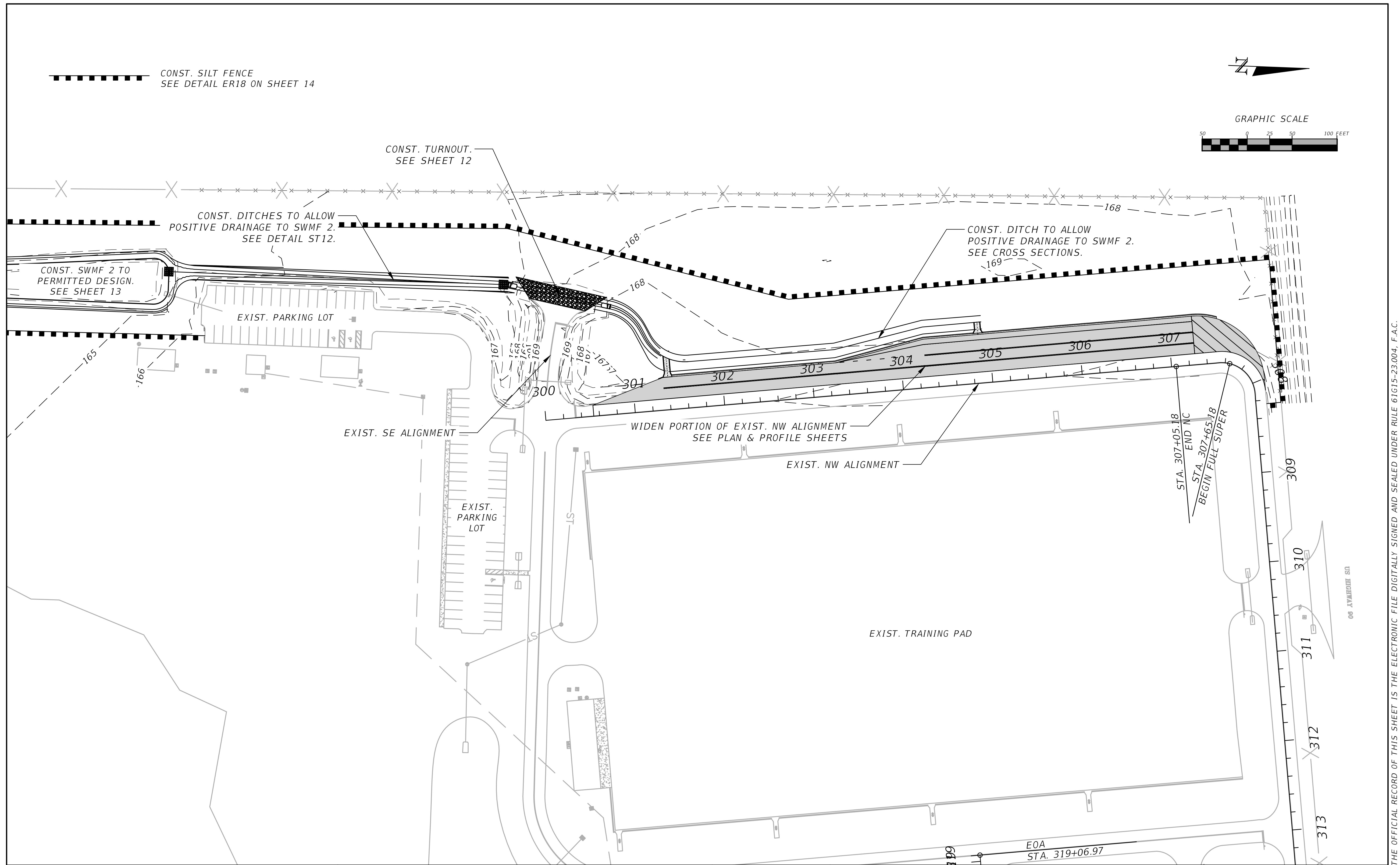
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TYPICAL SECTIONS
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

SHEET NO.
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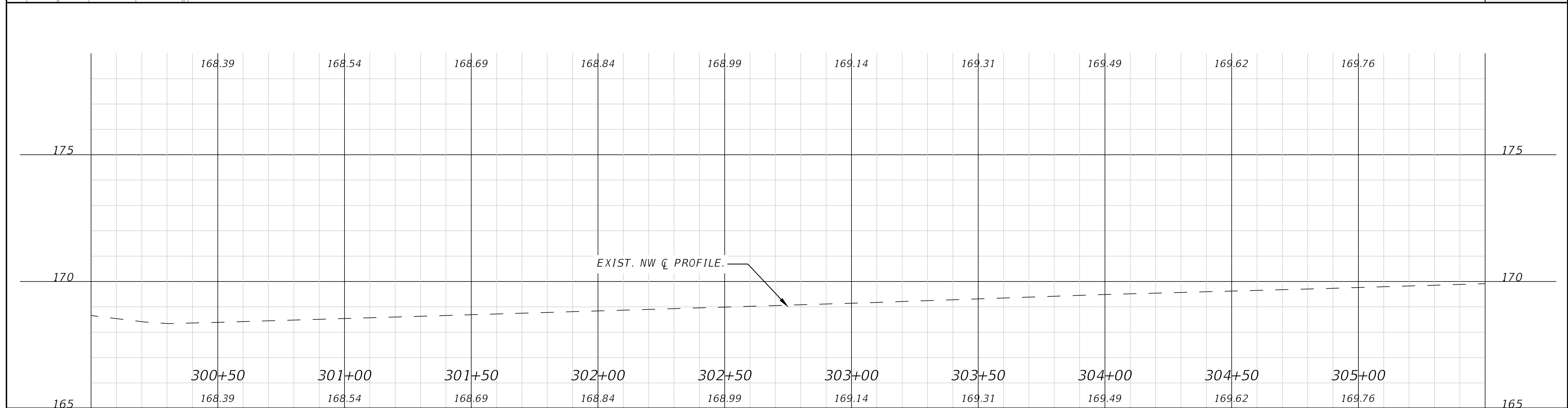
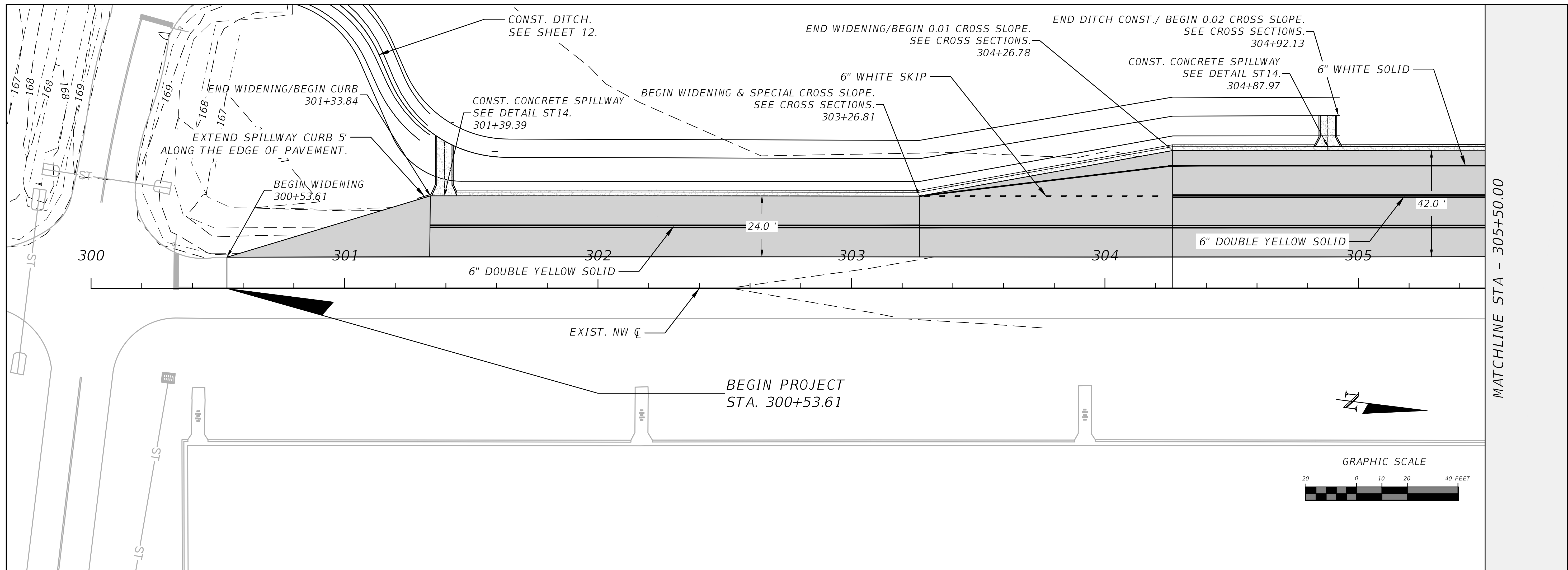
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OVERALL SITE PLAN
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

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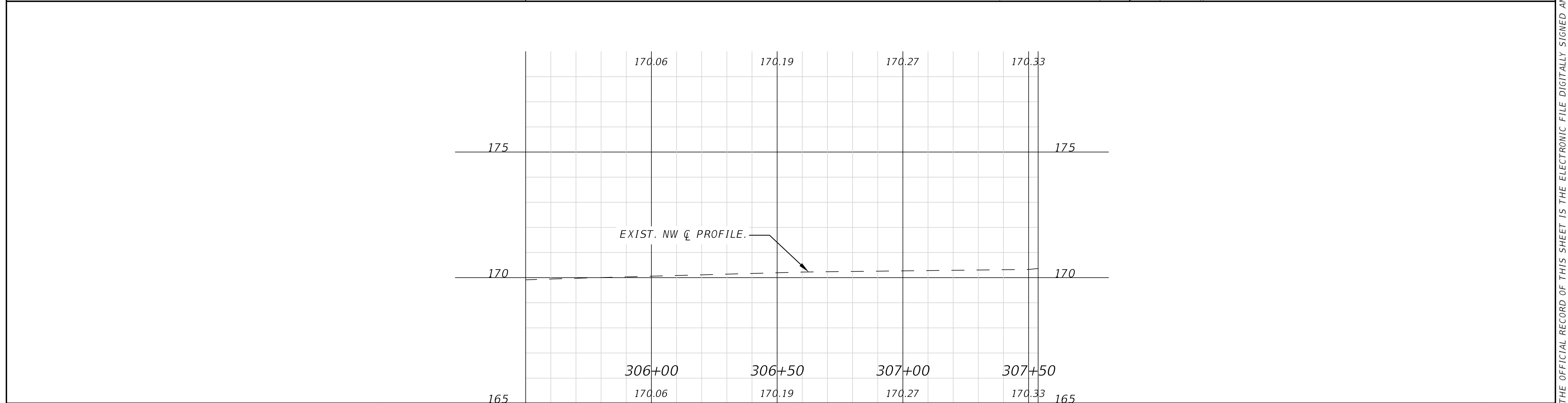
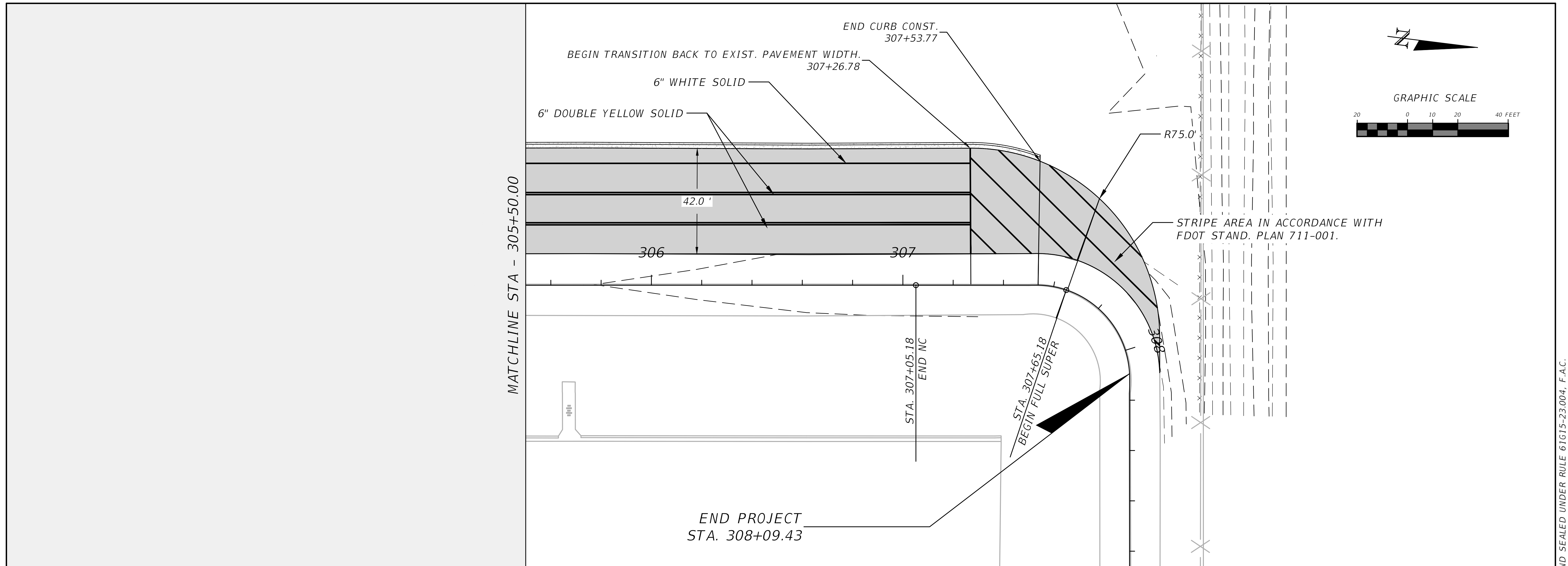
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NW ALIGNMENT WIDENING PLAN & PROFILE SHEET
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

SHEET NO.
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MATCHLINE STA - 305+50.00

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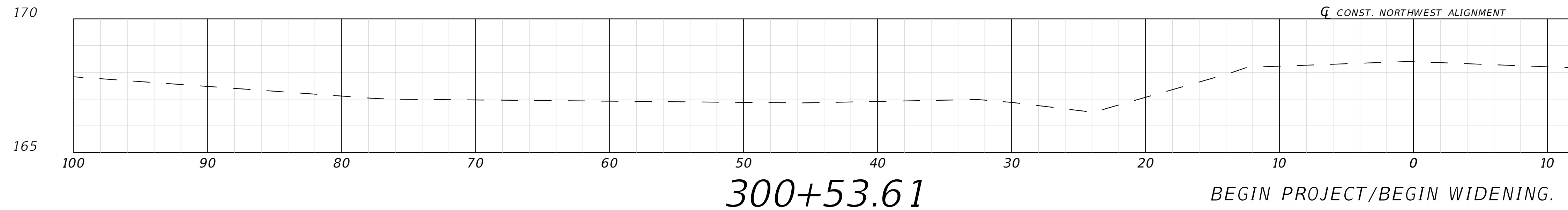
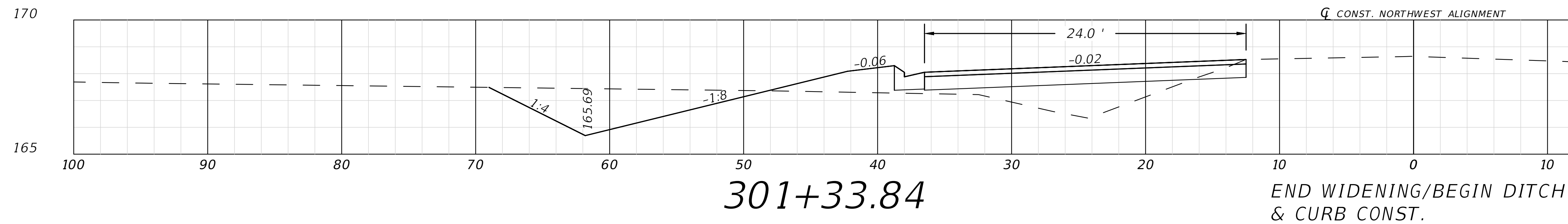
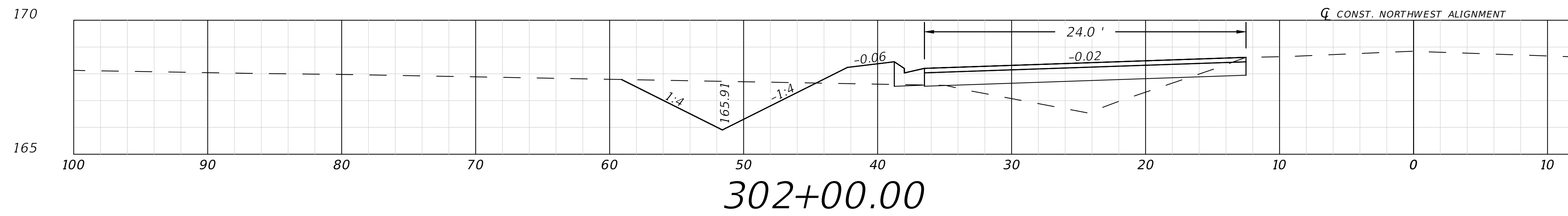
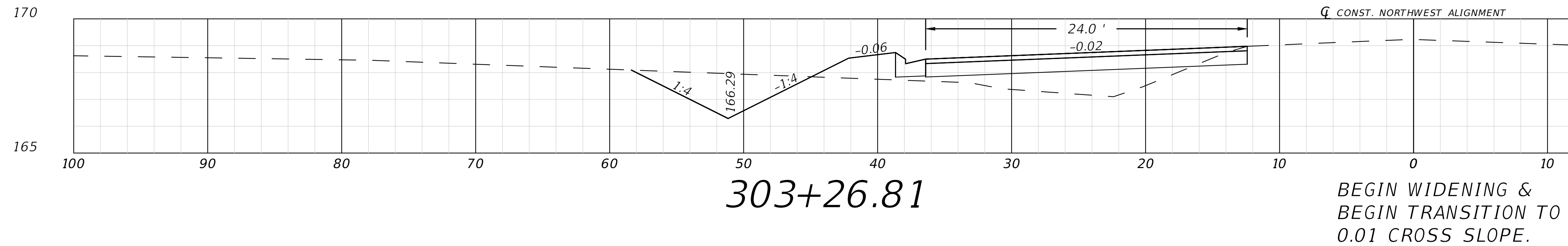
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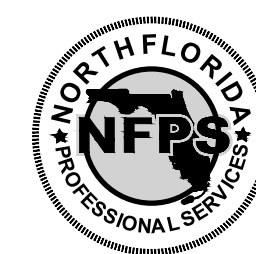
NW ALIGNMENT WIDENING PLAN & PROFILE SHEET
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

SHEET NO.
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ROADWAY CROSS SECTIONS
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

SHEET NO.
 8

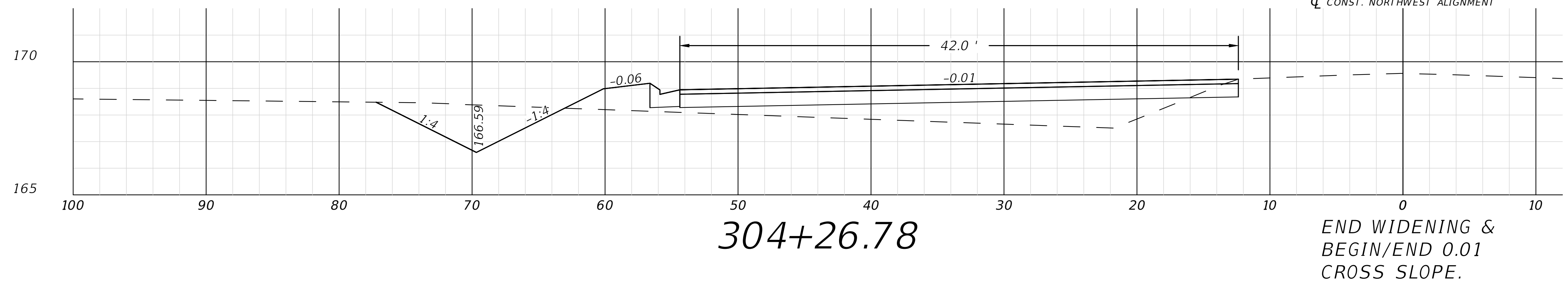
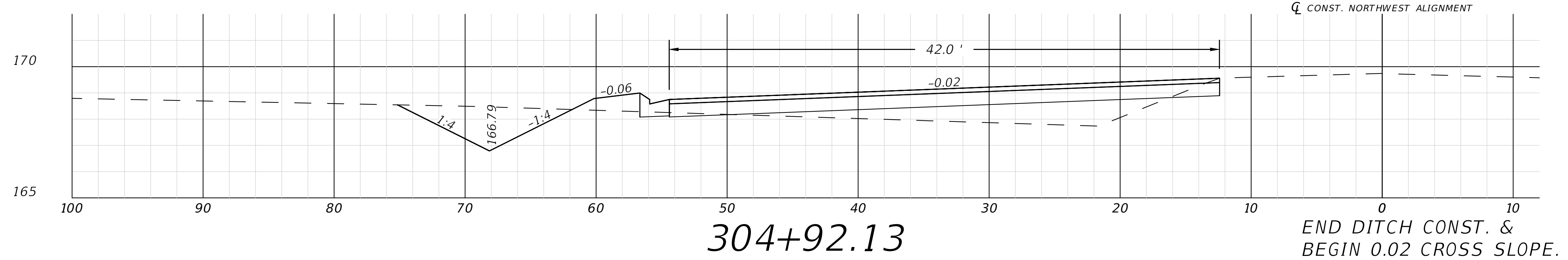
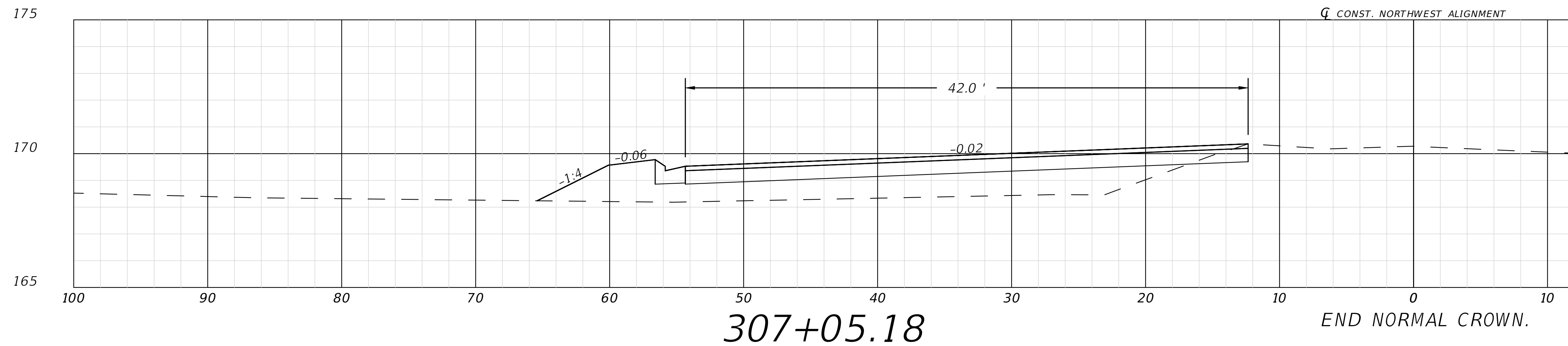
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Kellan Bailey

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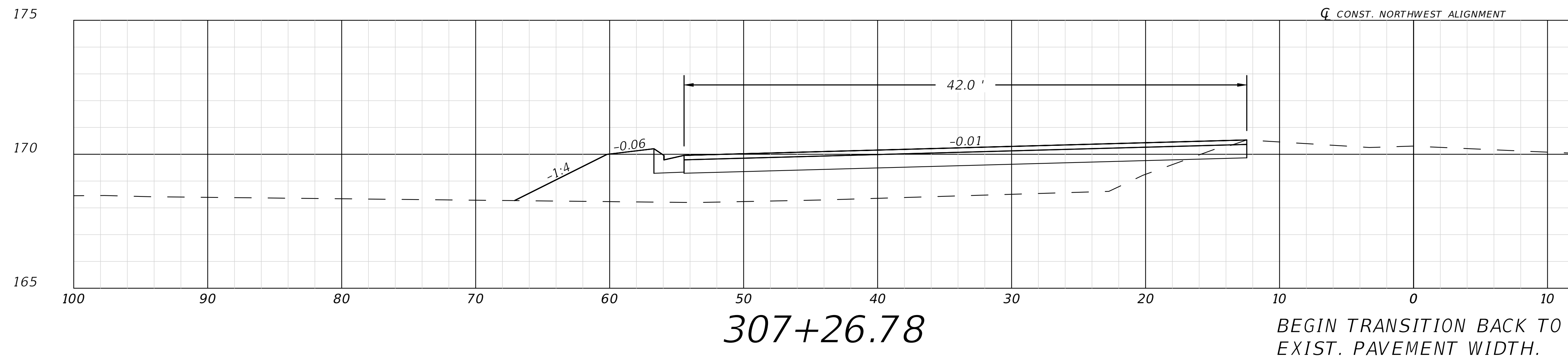
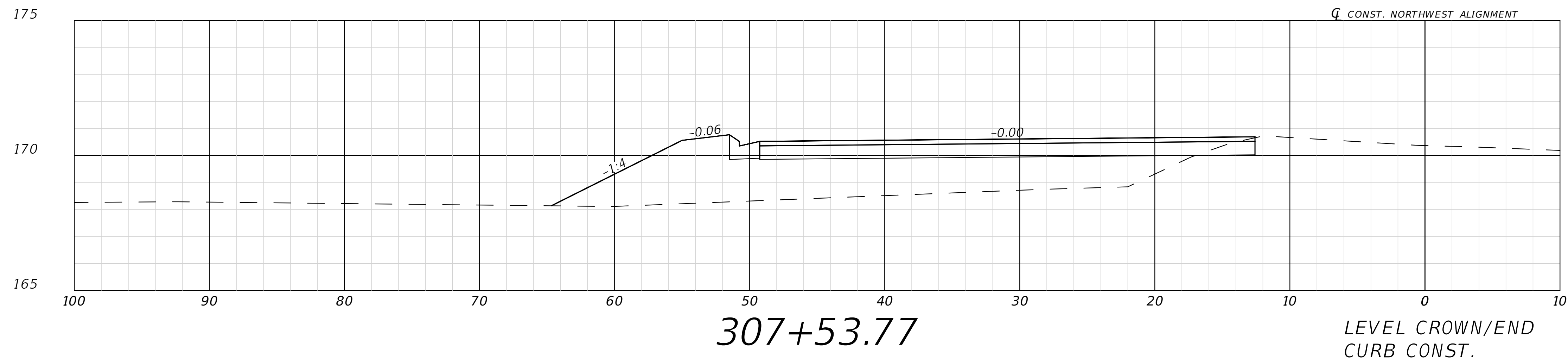
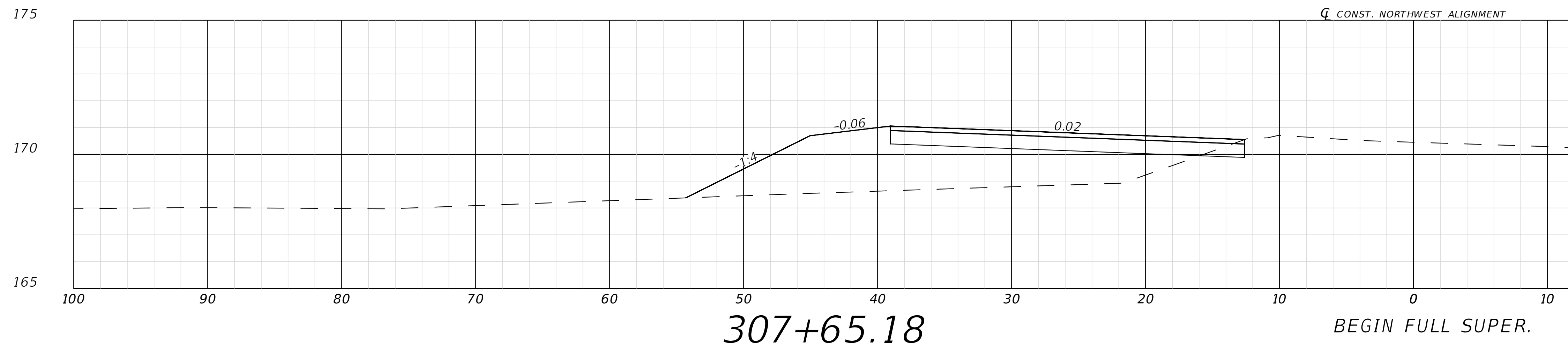
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ROADWAY CROSS SECTIONS
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

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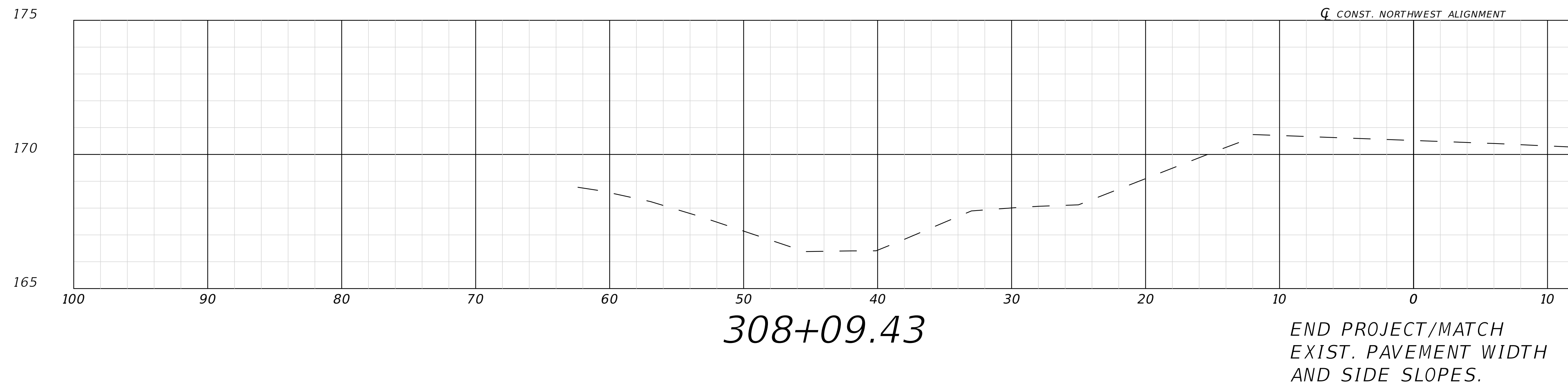
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ROADWAY CROSS SECTIONS
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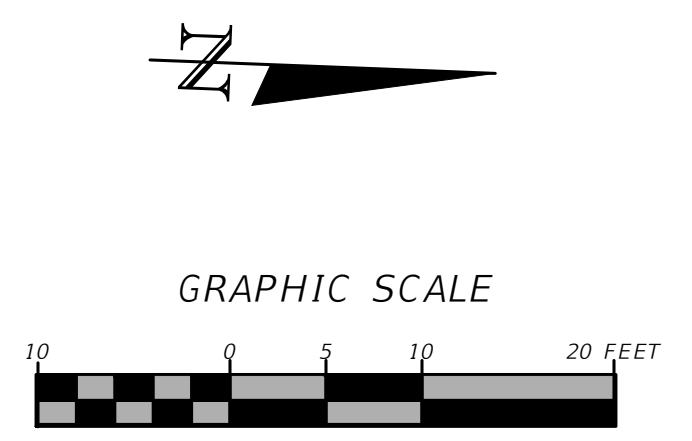
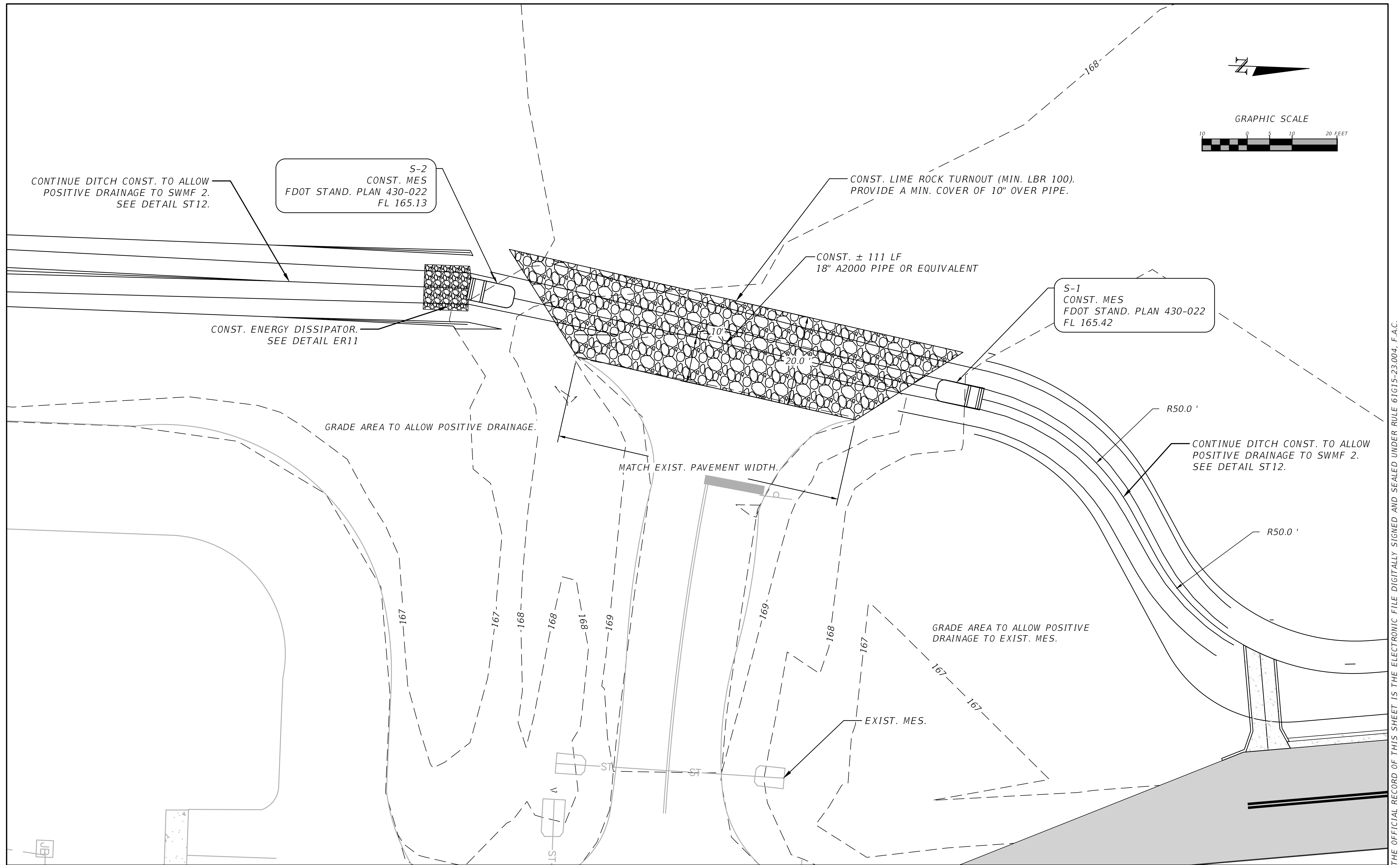
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ROADWAY CROSS SECTIONS
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
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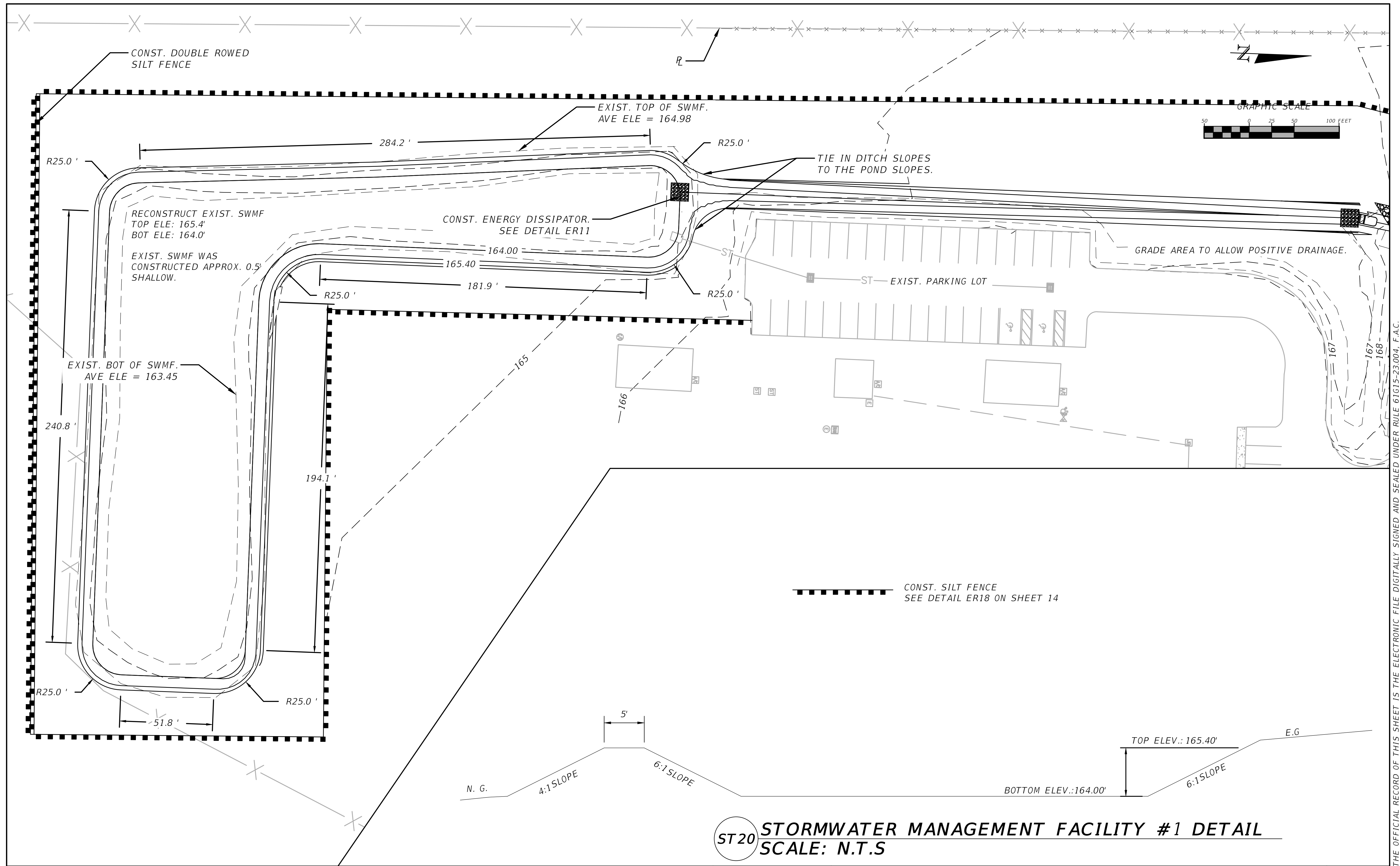
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CROSS DRAIN DETAIL
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

SHEET NO.
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ST20 STORMWATER MANAGEMENT FACILITY #1 DETAIL
SCALE: N.T.S

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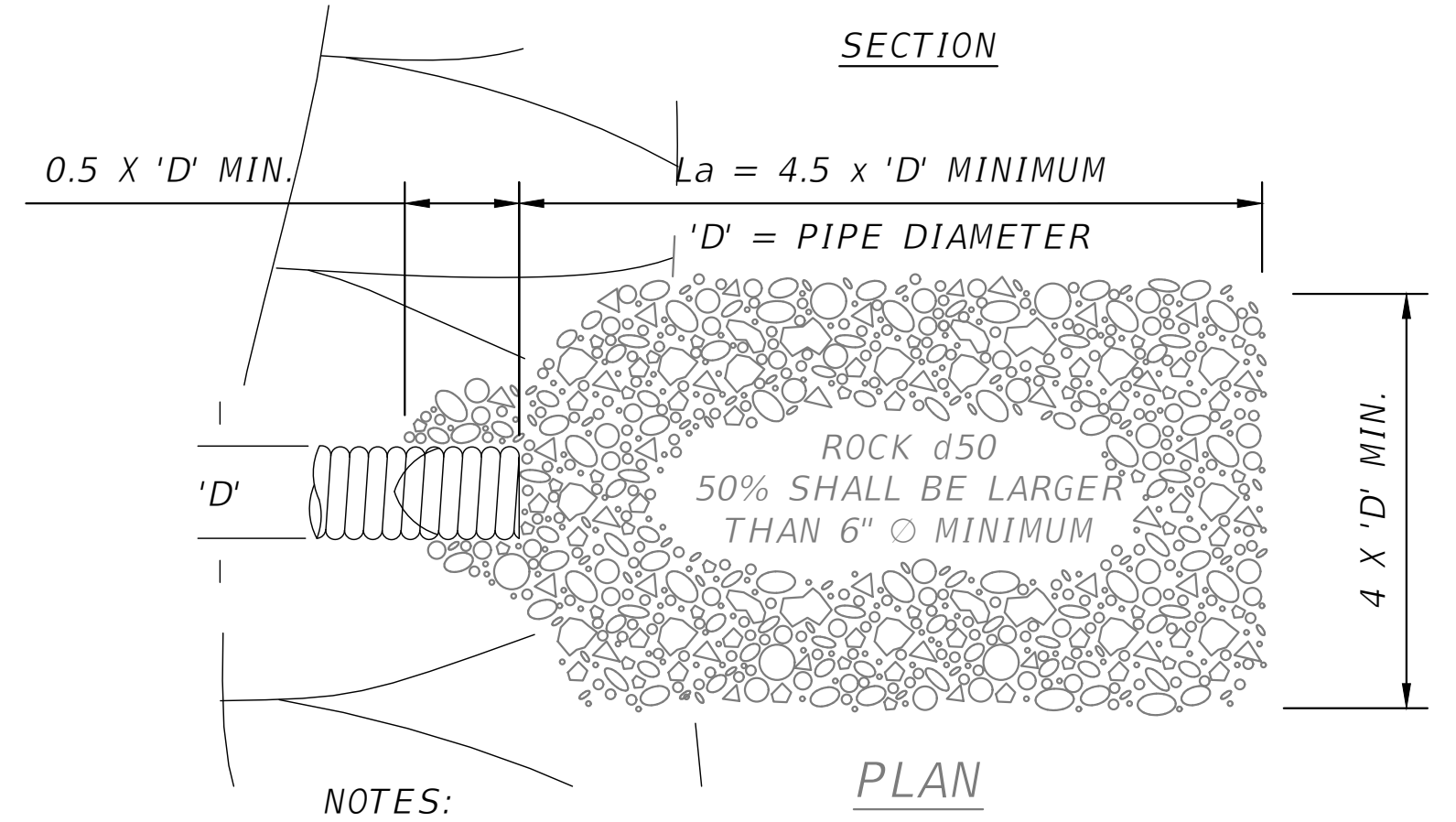
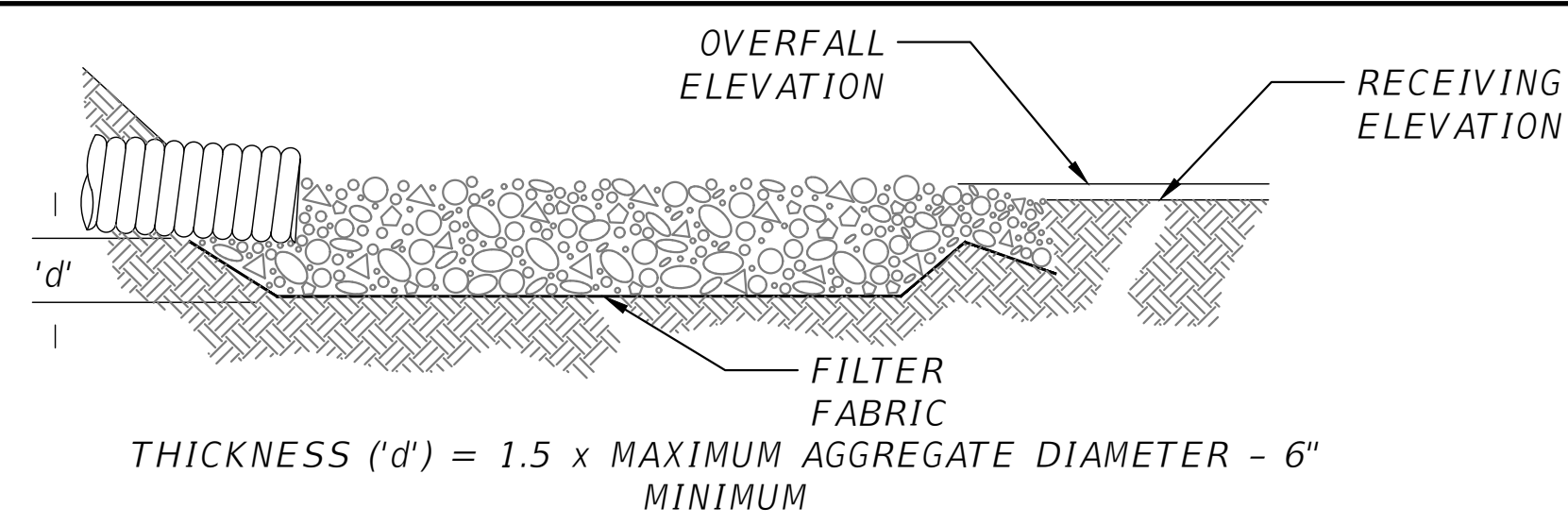
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 CA# 29011

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EXISTING SWMF PLAN
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

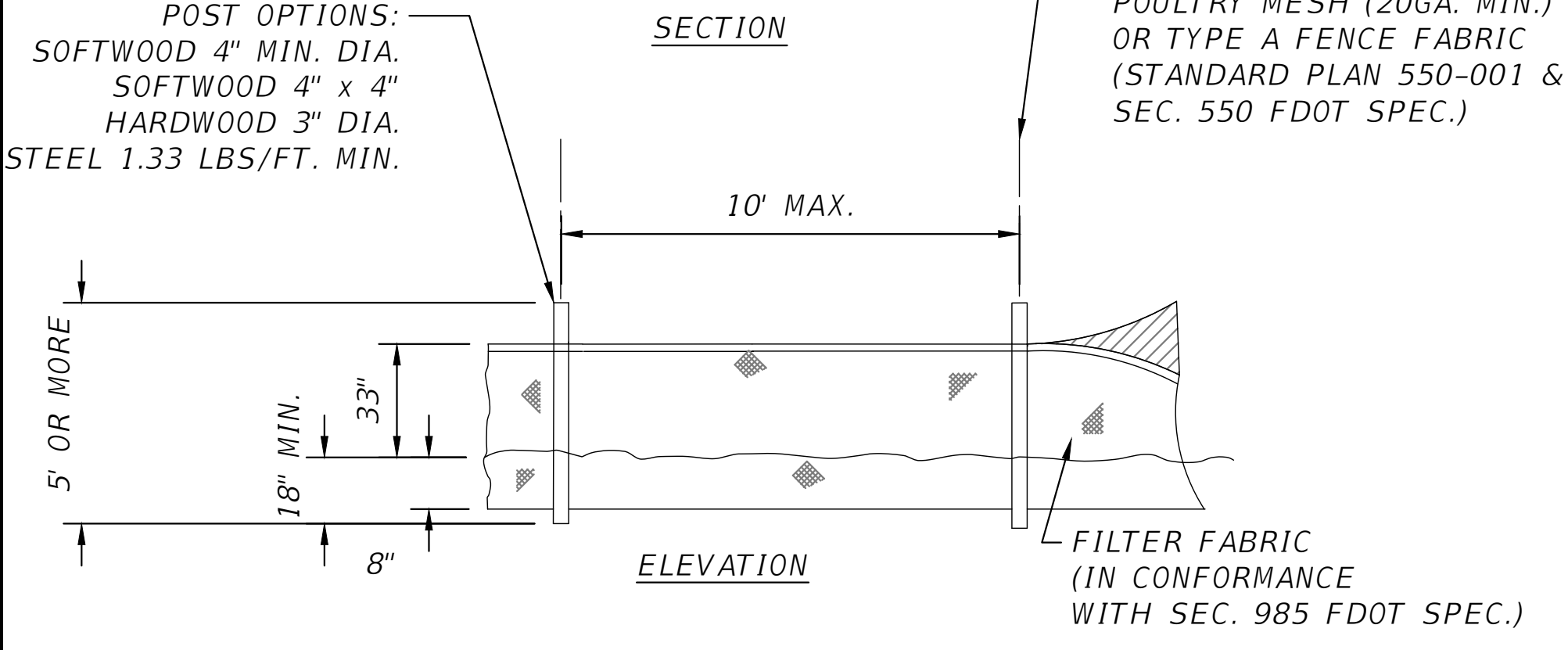
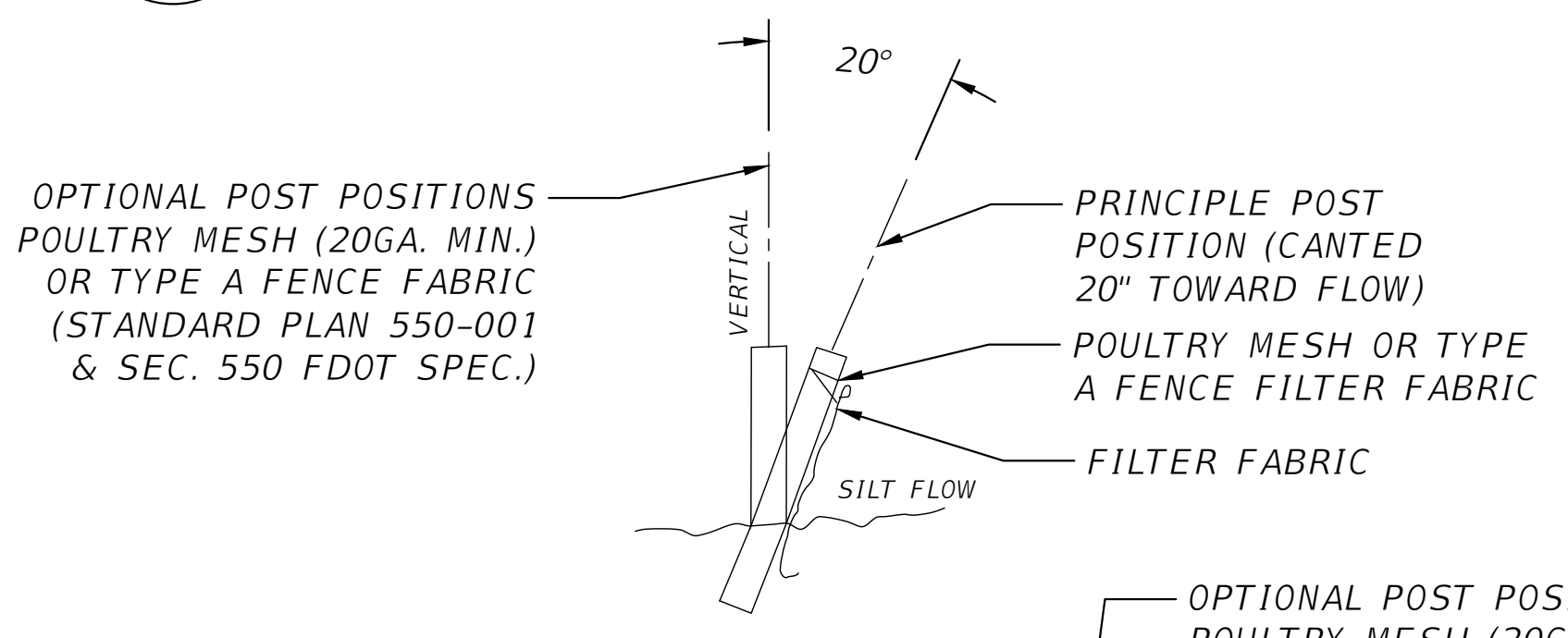
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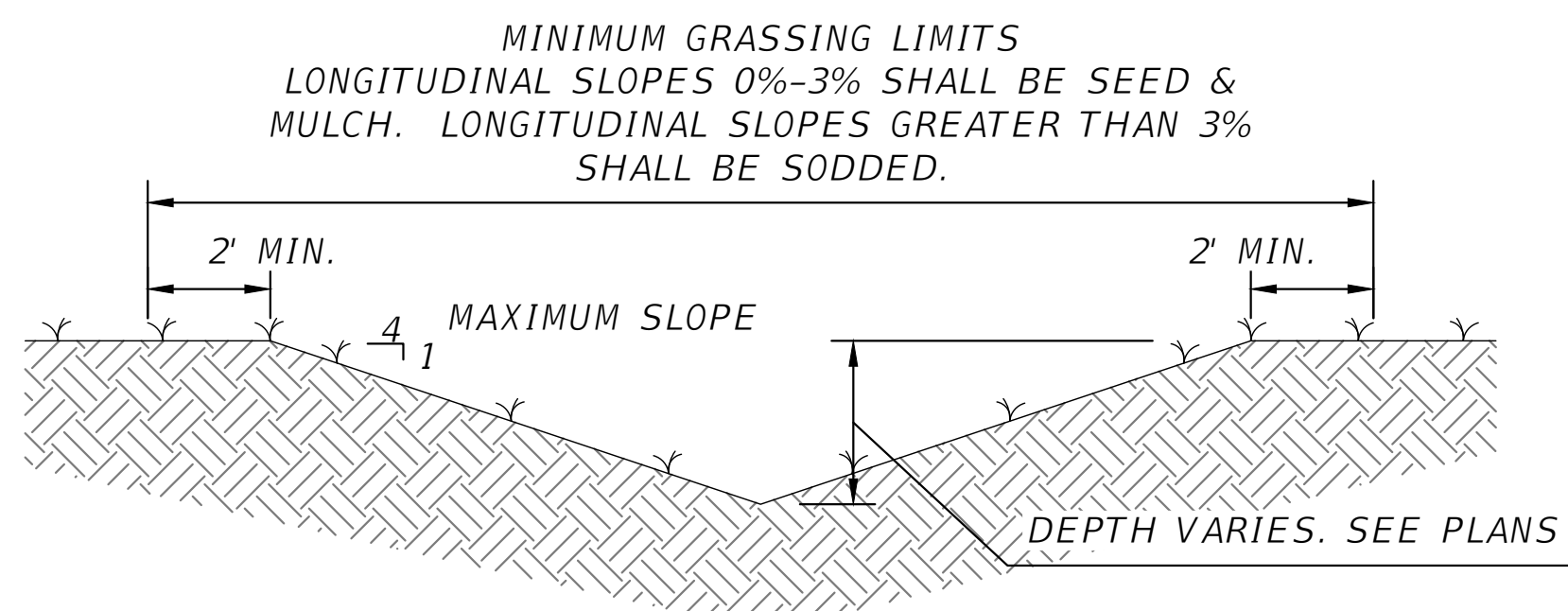


- NOTES:
- 'La' = LENGTH OF APRON. DISTANCE 'La' SHALL BE OF SUFFICIENT LENGTH TO DISSIPATE ENERGY.
 - APRON SHALL BE AT A ZERO GRADE AND ALIGNED STRAIGHT.
 - FILTER FABRIC SHALL EXTEND 6" PAST AGGREGATE LIMITS

ER11 ENERGY DISSIPATOR DETAIL
SCALE: N.T.S.

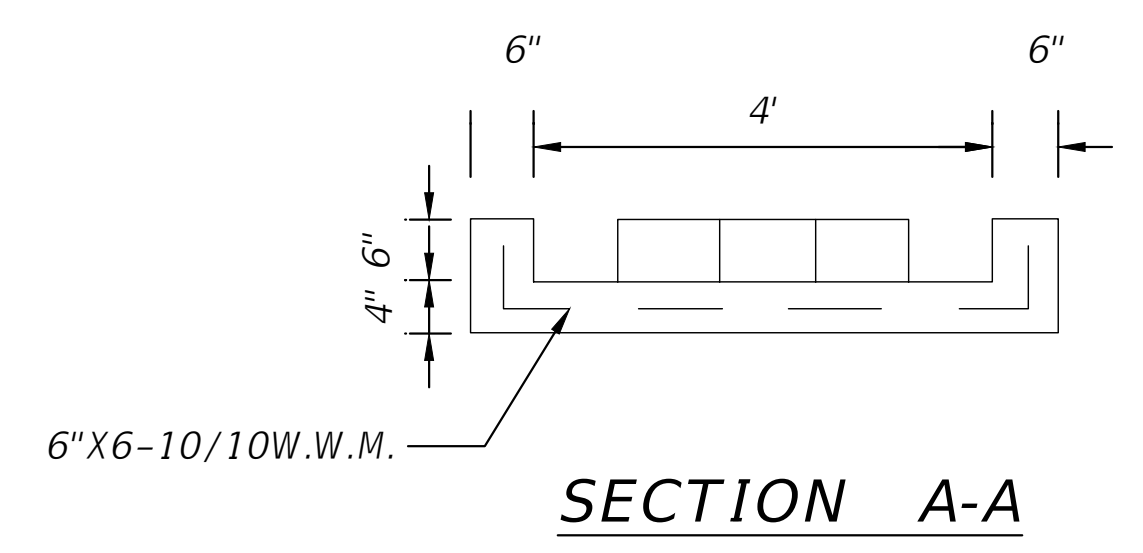


ER18 TYPE III SILT FENCE
SCALE: N.T.S.

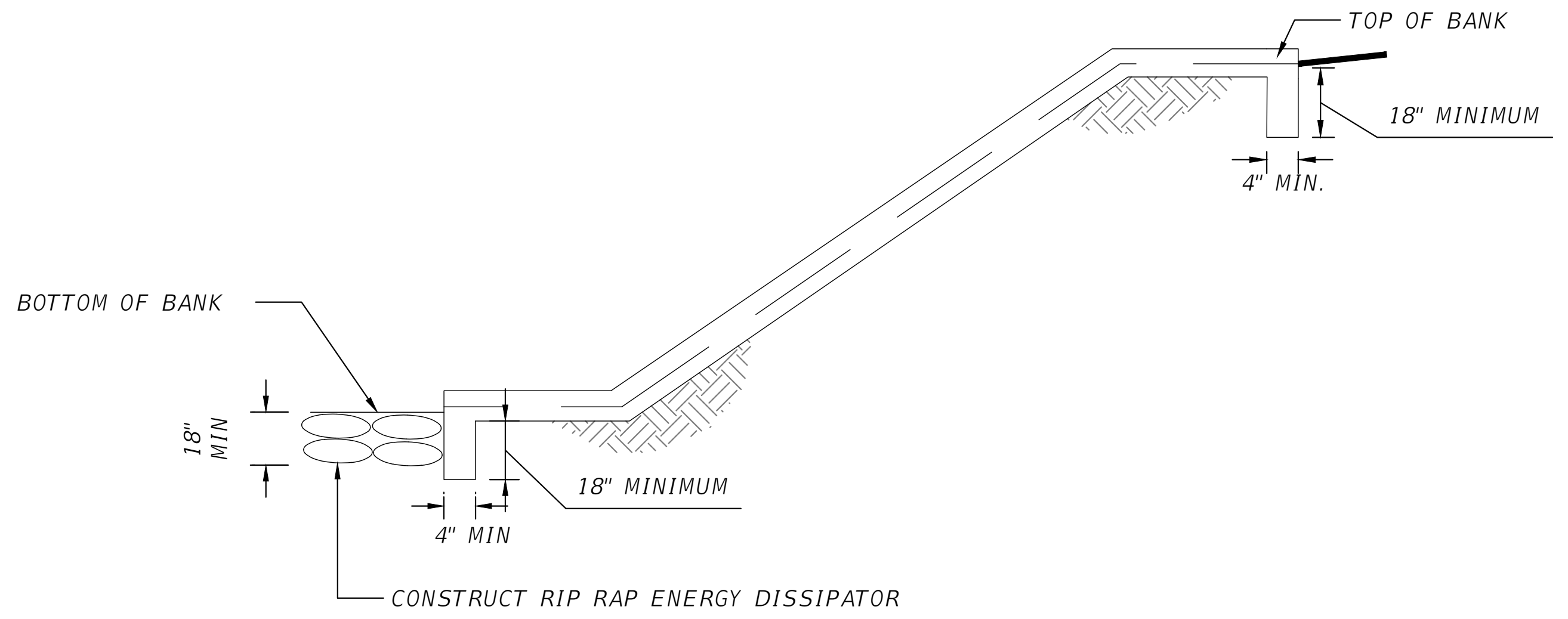
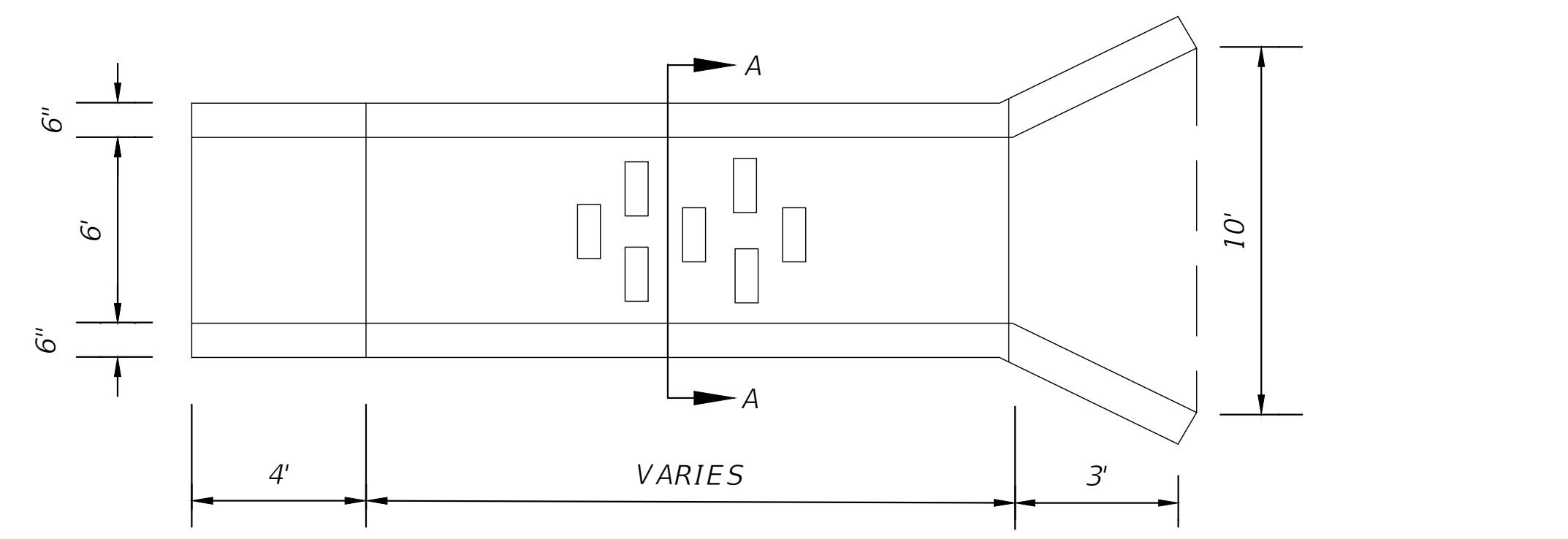


TYPE "A" GRASSED SWALE

ST12 GRASSED SWALE DETAIL
SCALE: N.T.S.



- NOTES:
- PLACE SOD A MINIMUM OF 5' AROUND ALL STRUCTURE EDGES.
 - CONCRETE COMPRESSIVE STRENGTH SHALL BE 3,000 P.S.I. MINIMUM.



ST14 CONCRETE SPILLWAY DETAIL
SCALE: N.T.S.

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MISC. DETAILS
FGC PUBLIC SAFETY COMPLEX NW ALIGNMENT WIDENING
BAKER COUNTY, FL

SHEET NO.
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