

UNION COUNTY BOARD OF COUNTY COMMISSIONERS

ENGINEER'S PROJECT NUMBER L200114UCC

SE 186th Place Widening and Resurfacing

BID SOLICITATION

The Union County Board of County Commissioners, Union County, Florida will receive sealed bids from Florida certified contractors, at the **Board Office** to the attention of **BOCC Office Secretary, 15 Northeast 1st Street Lake Butler, FL 32054** until **11:30 AM** on **10/23/2020**. Bids will be publicly opened and read aloud at the **Union County Courthouse Board Room, 55 West Main Street, Room 103, Lake Butler, Florida 32054**, on **10/26/2020 at 12:15 P.M.**, for the following:

SE 186th Place Widening and Resurfacing

The project will consist of widening and resurfacing SE 186th Place, from Gillman Paper Company to SR 100.

The Board of County Commissioners may accept all or part of any bid. Any bid received after **11:30 AM** on **10/23/2020** will be retained at the **Board Office**, unopened, and will not be considered. The Board of County Commissioners reserves the right to reject any and all bids, waive formalities and re-advertise and award the bid in the best interest of Union County.

The Board of County Commissioners does not discriminate because of race, creed, color, national origin or handicap status.

The Board of County Commissioners requires a Sworn Statement under section 287.133(3)(a), F.S., on Public Entity Crimes.

A Bid Guarantee in the form of a Bid Bond properly executed by the Bidder and by a qualified surety or a certified or cashier's check on any national or state bank, in a sum not less than five percent (5%) of the amount bid, made payable to Union County, c/o Clerk of the Circuit Court, must accompany each bid as a guarantee that the bidder will not withdraw from the competition after opening of the bids, and in the event the contract is awarded to the bidder he will within fifteen (15) days, after the notice of Award, enter into a contract with the Owner. If the bidder fails to enter into a contract with the Owner, he shall forfeit the Bid Guarantee or Bid Bond as liquidated damages. The Bid Bond must be secured from an agency of the Surety or Insurance Company, which agency shall have an established place of business in the State of Florida and be duly licensed to conduct business therein.

The following condition will be a part of the contract as required by Union County:

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

Solicitation

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1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with Union County.

Successful Bidders will be required to furnish a Public Construction Bond in the amount of 100% of the Contract Price, on the form included in the Bid Documents.

Bid information can be found on Demandstar. The plans and bid forms may be obtained from the office of North Florida Professional Services, Inc. at 1450 SW State Road 47, Lake City, Florida 32025, during normal working hours, for a fee of \$200.00 per set printed or an electronic copy of the set in pdf format may be obtained at no cost to the Contractor via the NFPS website at <http://www.nfps.net/bid-opportunities/>. *All addenda issued in regard to this bid will also be available via the NFPS website and will be the sole responsibility of the Contractor to obtain.* Plans for review only will be located at the County Administrators office (386) 496-0027. Any questions concerning specifications and/or bid documents should be directed to North Florida Professional Services. Deadline for questions is **10/16/2020** and all questions must be received no later than **5:00 P.M.**

All bids must be submitted with one original and three copies (4 total) and labeled on the outside of the envelope as **“CLERK TO THE BOARD,**

15 NORTHEAST 1ST STREET, LAKE BUTLER, FL 32054

SEALED BID NO. L200114UCC SE 186th Place

Date: _____

Karen Cossey, CHAIR
UNION COUNTY BOARD OF COMMISSIONERS

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BID SUMMARY

(MUST PRECEDE ALL BID DOCUMENTS)

BIDDER NAME, ADDRESS AND PHONE NUMBER

BID NUMBER:

DESCRIPTION OF PROJECT: SE 186th Place Resurfacing

DATE & TIME OF BID OPENING: , 20 , A.M./P.M.

PLACE OF BID OPENING:

TOTAL BASE BID AMOUNT IN FIGURES: _____

TOTAL BASE BID AMOUNT IN WORDS: _____

BIDDER COMPANY NAME (PRINT OR TYPE)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

AUTHORIZED COMPANY REPRESENTATIVE (PRINT OR TYPE)

DATE COMPLETED

IMPORTANT:

THIS BID SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL BIDDER PROPOSAL DOCUMENTS

***ALTERNATE BIDS TO BE SUBMITTED ON NEXT PAGE WHEN APPLICABLE**

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BID FORM

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Union County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Union County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

INSERT PAY ITEM TABLE HERE

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ADDENDA	
NUMBER	DATE SENT

BID TOTAL – SE 186 TH PLACE RESURFACING

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ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

**ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM**

Note: contractors shall be in compliance with chapter 489, Florida statutes, licensure requirements.

Florida construction industries licensing board certification.

(name of holder)

(certificate no.)

In witness whereof, the bidder has hereunto set his signature and affixed his seal this _____ day _____ of _____, A.D. 20 _____

(seal)

By: _____

Title: _____

Type or print name of firm: _____

Address: _____

Contact person: _____ Telephone No.: _____

Fax no.: _____

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SE 186th Place Widening and Resurfacing General Requirements

I. General.

SE 18th Place Resurfacing to Gillman Paper Company

II. Contract Time

The contract time shall be **45** calendar days from the date of contract execution. The contractor will be required to return executed contract to North Florida Professional Services, within 14 days of Board approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be \$1500.00 per day. No work is allowed on Sundays and/or County designated holidays.

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.

IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed between the hours of 8:30 A.M. to 4:30 P.M. only.

All construction signage shall be provided by the contractor.

V. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage. Retainage will not be paid prior to final acceptance of the project.

County Administrator – General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Union County.
 - E. The suitability of equipment or material or county use.

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F. The ability of bidder to provide future maintenance

2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by the County Administrator to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the County Administrator immediately.
6. A bidders list is available at the County Administrator.
7. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
8. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
9. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
10. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
11. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
12. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
13. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the County Administrator that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
14. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a

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specific time).

15. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
16. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
17. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
18. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
19. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
20. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
21. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the County Administrator, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the County Administrator or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
22. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
23. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.

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24. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Administrator.
25. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
26. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
27. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
28. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
29. It is mutually understood and agreed that if at any time the County Administrator or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the County Administrator or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the County Administrator, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the County Administrator or his designee of the excess due.
30. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
31. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
32. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.

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33. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
34. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the County Administrator for Union County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the County Administrator.
35. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Union County, may not submit a bid on a contract with Union County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Union County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Union County, and may not transact business with Union County for a period of 36 months from the date of being placed on the convicted vendor list.
36. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the County.
37. Any existing materials demolished within county right of way may be retained by Union County.

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SWORN STATEMENT UNDER 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 OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to _____
[print name of public entity]

By _____
[print individual's name and title]

For _____
[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 sworn 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 business with any public entity or with an agency or political subdivision of any other state or 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in 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, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those 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

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interest in another person, or a 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. **[indicate which statement applies.]**

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

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

[signature]

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____

OR Produced identification _____ Notary Public—State of _____

My commission expires _____

(Type of Identification)

(Printed, typed or stamped Commissioned name of Notary Public)

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REFERENCES

List 3 similar commercial projects the Bidder has completed within the last 5 years.

- 1. Company Name _____
Address _____
Contact Name _____
Contact Phone or e-mail _____
Short description of project _____

- 2. Company Name _____
Address _____
Contact Name _____
Contact Phone or e-mail _____
Short description of project _____

- 3. Company Name _____
Address _____
Contact Name _____
Contact Phone or e-mail _____
Short description of project _____

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E-Verify Statement

Company/Entity: _____

Bid Number: _____

Project Description: _____

The Company acknowledges and agrees to utilize the U. S. Department of Homeland Security's E-verify system in accordance with the terms governing use of the system, for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Suwannee County.

Company Representative, Title

Date

Please complete and submit this form with all of your bid documents.

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Failure to Perform Questionnaire

Name of Company: _____

1. Has the company been involved in any litigation within the last (5) five years for failure to perform?

Yes _____ No _____

If yes, explain:

2. Has a bond company or other insurance been utilized to complete a project for the company within the last (5) five years?

Yes _____ No _____

If yes, explain:

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CONTRACT / CONSTRUCTION TIME ALLOCATION ACKNOWLEDGEMENT

_____ (Company Name) is familiar with the Contract /
Construction time that has been allotted for this project and by evidence of submitting a bid is hereby committed to
complying with same.

Accepted By/Authorized Representative:

(Print Name)

(Signature)

(Date)

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SE 186th Place Widening and Resurfacing CHECKLIST

- Bid Summary Page
- Sworn Entity Statement
- References
- Copies of Applicable Business & Professional Licenses
- Proof of Insurance
- E-Verify Form
- Failure to Perform Questionnaire
- Any other documents in accordance with specifications
- Submission of **one original and three (3) copies of bid**