

THIS FORM ISSUED TO:

E.J. Breneman, L.P.

VOID IF USED BY ANY OTHER CONTRACTOR

BID No. 08-0030

COLD IN PLACE RECYCLING PAVEMENT RESTORATION
FOR CR 466A

Sealed bids will be received by the Office of Procurement Services, on behalf of the Lake County Board of County Commissioners, until **3:00 p.m. on August 14, 2008.**

BIDDING DOCUMENT

LAKE COUNTY
FLORIDA

INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS,
SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS,
BID FORM, CONTRACT FORM, CONTRACT BOND FORM

FOR

COLD IN PLACE RECYCLING FOR CR 466A

NOTE: Attach Your Bid Bond to This Document. All Extensions Must Be Carried Out. Any Changes Made in Unit Bid Prices Must Be Initialed by Bidder.

NON-MANDATORY PRE-BID CONFERENCE NOTICE

BID No. 08-0030

COLD IN PLACE RECYCLING FOR CR 466A
In Lake County, Florida

A non-mandatory pre-bid conference will be held on July 21, 2008 at 10:30 a.m. at the Lake County Administration Building, 315 West Main Street, 2nd Floor, Tavares, Florida, 32778, to discuss the special conditions and specifications included within this solicitation. Potential vendors are encouraged to attend this conference but it is not mandatory that a representative from a prospective vendor to attend this conference. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available. The County will point out specific job conditions which are difficult to describe or show on the Drawings. Questions that require additional clarification will be covered by an addendum which will be issued following the non-mandatory pre-bid conference.

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DIVISION A

INSTRUCTIONS TO BIDDERS

LAKE COUNTY TRANSPORTATION CONSTRUCTION PROGRAM

Lake County is seeking a qualified company that has the ability to provide cold in place recycling pavement restoration to create a base course for CR 466A .

Term of Contract(s): Forty-five (45) days for completion from the date of the notice to proceed and the contract shall remain in effect until completion of the expressed and/or implied warranty period. The bid prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

The County reserves the right to reject any written price adjustments submitted by the Contractor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Contractor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

1. DEFINITIONS

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents, they shall have the meanings given below:

Addendum – A modification, revision or clarification of the Specifications or other Contract Documents, issued by the County and distributed to prospective bidders before the opening of bids.

Board of County Commissioners – Governing body of Lake County, hereinafter referred to as the Board.

Calendar Day – Every day shown on the calendar, ending and beginning at Midnight.

Change Order – A written order issued by the County Project Manager in accordance with Board policy, and accepted by the Contractor directing certain changes, additions or reductions in the work or in the materials used.

Consultant – The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

Contingency – A pay item included for usage as directed by the Project Manager and for

usage under conditions or circumstances unforeseen at the time of contract.

Contractor – The General Contractor, the Individual, Partnership or Corporation bidding or agreeing to do the work for the Owner as Prime Contractor.

Contract Documents – All documents referred to in Division X in addition to all duly executed and issued addenda, legal advertisements and change orders.

County/Owner – Lake, County, Florida, a political subdivision of the State of Florida.

Project Manager – The County Senior Director of Public Works or his duly authorized representative, acting on behalf of the County.

Engineer of Record – The Professional Engineer or Engineering Firm contracted with by the County and registered in the State of Florida who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications. The Engineer of Record may be County in-house staff or a Consultant retained by the County.

FDOT – The Florida Department of Transportation.

ID – Inside diameter, or dimension.

Inspector – An authorized representative of the Project Manager, assigned to make any or all necessary inspections of the work performed and materials furnished by the Contractor.

LCPWD – The Lake County Public Works Department.

Owner/County – Lake County, a political subdivision of the State of Florida, herein after referred to as the County.

Plans – The approved drawings or reproductions (if applicable) thereof, that show the location, character, dimension and details of the work to be done as issued by the Engineer.

Regular Work Day – Any calendar day except a Saturday, Sunday or recognized Holiday.

Schedule of Values – The individual values as set forth by the Contractor as payment for the bid quantity units identified on the bid sheets. The total of the extended units in the schedule of values determines the contract limit. This contract limit amount may only be modified by change order approved in accordance with Board policy.

Special Provisions – Specific clauses adding to or revising the Standard Specifications, setting forth conditions varying from or additional to the Standard Specifications, for a specific project.

Specifications -- The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or in the Contract Documents, setting out or

relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the contract.

Standard Specifications – FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2000, (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2002 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), and all supplemental specifications thereto.

Technical Special Provisions – Specifications prepared, signed and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer, or his designee, which are made part of the Contract as an attachment to the Specifications Package.

Work – All labor, materials and incidentals required for the construction of the improvement for which the contract is made, including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contract. Unless otherwise specified herein or in the Contract, all costs of liability and of performing the work shall be at the Contractor's expense.

2. BIDS

- A. Sealed bids will be received by the Office of Procurement Services, on behalf of the Lake County Board of County Commissioners, until 3:00 p.m. on August 14, 2008 for the furnishing of all services, labor, materials and equipment to perform cold in place recycling for CR 466A. Provide one (1) original bid and one (1) complete copy.
- B. The tasks assigned shall consist of Milling the existing asphalt pavement to the width and depth specified, mixing the milled bituminous material with a liquid recycling additive and water (if required), to match a mix design provided by the Contractor. The emulsified Recycled Asphalt Material (RAP) shall be placed on the suitable subgrade or base and then be compacted to achieve the prescribed densities for the base course. After the proper cure time two (2) layers of hot mix asphaltic concrete shall be placed on top of the prepared base.
- C. Bids shall be enclosed in a sealed envelope clearly marked "SEALED BID FOR PROCUREMENT SERVICES BID No. 08-0030, COLD IN PLACE RECYCLING FOR CR 466A and mailed or hand carried to the address as specified below. The bidder shall place on the outside of the proposal envelope the name of the firm submitting the proposal.

ALL incoming mail and packages will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government

facility, which includes the Lake County Procurement Services Office.

If submitting bid by the **UNITED STATES POSTAL SERVICE**, please send it to: LAKE COUNTY PROCUREMENT SERVICES, P.O. BOX 7800, TAVARES, FL 32778-7800.

If submitting bid by a **THIRD PARTY CARRIER such as Fed-X, UPS, or a private courier**, please send it to: LAKE COUNTY PROCUREMENT SERVICES, MAIL RECEIVING CENTER, 416 W. MAIN STREET, TAVARES, FL 32778.

If submitting bid **IN PERSON**, please bring it to: LAKE COUNTY PROCUREMENT SERVICES, 315 W. MAIN STREET, 4TH FLOOR, ROOM 416, TAVARES, FLORIDA.

- D. All bids shall be received not later than the date and time specified above, at which time they will be publicly opened and read aloud in the Office of Procurement Services, Fourth Floor, Administration Building, Room 416, 315 West Main Street, Tavares, Florida. A bid will not be considered for award if received in the Procurement Services Office after the official opening date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center. Allow sufficient time for transportation and inspection.
- E. Bids may be withdrawn prior to the date of opening, but no bids may be withdrawn for a period of sixty (60) days after the date of opening of bids.
- F. The Board of County Commissioners reserves the right to reject any or all bids, to waive formalities, and to award the contract in the best interest of Lake County, Florida.
- G. Bids which are incomplete, unbalanced, conditional, obscure, or which contain additions not allowed for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the County.
- H. Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if a corporation, the name and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent subscribing the name of the corporation, together with his own name and the corporate seal.

3. BID GUARANTEE

- A. All bids must be accompanied by a Bid Bond acceptable to the County Attorney, in the sum of five percent (5%) of the total discounted base bid price and made payable to Lake County. Said bid bond shall be a guarantee that should the bid be accepted, the bidder will, within ten (10) days after written notice of the award of the contract, enter into a contract with Lake County for the services proposed to be performed and will at

that time furnish an acceptable contract surety. Cash, company or personal checks will not be accepted.

- B. Said instruments and the monies payable thereon, will, at the option of the County, be forfeited if the bidder fails to execute the written contract and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. All instruments shall have been issued within thirty (30) days of the date for receiving bids.

4. PRE-QUALIFICATION OF CONTRACTOR

This is not a pre-qualification project.

5. CONTRACT SECURITY

- A. The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Division Y, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The Bonds will be acceptable to the County only if the following conditions are met:
 - 1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
 - 2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the contract.

- B. If the Surety for any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the construction documents and hereby satisfies those conditions.

6. INTERPRETATIONS PRIOR TO BID OPENING

No oral interpretations will be made to any bidder as to the meaning of the Specifications, or any other Contract Documents. Every request for such an interpretation must be in writing, and shall be received by the Office of Procurement Services not less than ten (10) calendar days prior to the date set for opening of bids. Every interpretation made to a bidder will be made by an addendum to the Contract Documents, which, when issued, will be sent as promptly as is practicable to all persons to whom the Specifications have been issued by the County. All such addenda shall become part of the Contract Documents. No substitution of any kind or riders of any nature to the bids will be considered except by the above-described method. For purposes of this Contract the term "Interpretations" shall include the approval of product substitution.

7. LICENSES, PERMITS, FEES AND TAXES

A. Acquisition of Permits and Licenses

1. The County has obtained all known Federal and State environmental permits required for the construction of the project.
2. The Contractor shall secure, maintain and pay for all permits required for the construction of the Project, including building permits, National Pollution Discharge Elimination System (NPDES) Construction Permits, and permits required for tree removal or relocation.
3. The Contractor shall secure and maintain all contractor licenses required for the prosecution of the work.

B. Payment of Fees and Taxes

1. All fees associated with those permits and licenses that the Contractor is required to obtain shall be paid by the Contractor.
2. All sales, consumer, use and other similar taxes associated with the work, or portions thereof, and which are applicable during the performance of the work, shall be paid by the Contractor.

3. All fees required in connection with the Contractor's recording of bonds or other documents in the public records shall be paid by the Contractor.

C. Reimbursements to the Contractor

1. The County will reimburse the Contractor for those fees paid for applicable permits. Reimbursement will be for the actual amount paid, as evidenced by official receipts from the offices collecting the fees. Reimbursement will not include, nor will any separate payment be made for, Contractor mark-up, "interest" or other charges claimed by the Contractor in connection with the payment of permit fees.
2. No reimbursement will be made for Contractor license fees.
3. No reimbursement will be made for fees or other charges (such as the cost of documentary stamps) required in connection with the recording of bonds or other documents in the public records.

D. Compliance with Permit and Licenses Requirements

The Contractor shall comply with all permit conditions and license requirements, applicable building and construction code requirements, and such other rules and regulations as may apply to the prosecution of the work.

8. COMPLIANCE WITH LAWS

The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the project, including but not limited to those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Project Manager in writing.

9. INSURANCE

- A. The Contractor shall obtain and carry, at all times during its performance of the contract, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A+. Within ten (10) calendar days after Contractor's receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the Contract. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance companies shown on the Certificates. In addition, certified, true and exact copies of all

insurance policies required hereunder shall be promptly provided to the County on the County's request.

- B. All insurance coverage's of the Contractor shall be primary to any insurance or self insurance program carried by the County applicable to the project. Acceptance by the County of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract. No work shall commence at the project site unless and until the required Certificates of Insurance are received by the County.
- C. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the Contractor to meet the requirements of the Contract shall name the County as an additional insured and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract expires prior to the completion of the work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by the Contractor within thirty (30) days prior to the expiration date.
- D. Should the Contractor, at any time, not maintain the insurance coverage's required herein, the County may terminate the Contract, or at its sole discretion be authorized to purchase such coverage's and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Contract.
- E. The Contractor shall submit to the County, with a copy to the Office of Risk Management, a copy of all accident reports arising out of any injuries to its employees or those of its subcontractors, or any personal injuries or property damage arising or alleged to have arisen on account of any work under the Contract.
- F. The Contractor shall obtain and maintain such insurance as will protect the contractor from:
 - 1. claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws;
 - 2. claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and
 - 3. claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which claims may arise out of or result from the services, work, and operations carried out pursuant to and under the requirements of the Contract, whether such services, work and operations be by the Contractor, its employees, or by subcontractors, or anyone employed by or under the

supervision of any of them, or for whose acts any of them may be legally liable.

- G. This insurance shall be obtained and written for not less than the limits of liability specified hereafter, or as required by law, whichever is greater.
- H. The insurance requirements for this Contract, which shall remain in effect throughout its duration, are as follows:
 - 1. Workers' Compensation in at least the limits required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - 2. Comprehensive General Liability Insurance including, but not limited to independent contractor, contractual, premises/operations, products/completed, operations, explosion, collapse and underground and personal injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 per occurrence; and property damage of not less than \$100,000 per occurrence. (Combined Single Limits of not less than \$500,000 per occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - 3. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 for bodily injury, including death, per occurrence, and property damage of not less than \$100,000 per occurrence. (Combined Single Limits of not less than \$500,000 per occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - 4. \$1,000,000 combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverages and limits required above, in follow form or umbrella form.
 - 5. Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.
- I. Each insurance policy shall include the following conditions by endorsement to the policy:
 - 1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to the County by certified mail to: Risk Management, P. O. Box 7800, Tavares, FL 32778. The Contractor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt of any notices of expiration,

cancellation, non-renewal or material change in coverage or limits received by said Contractor from its insurer and nothing contained herein shall absolve the Contractor of this notice requirement.

2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles. All payment of premiums or assessments are the sole responsibility of the Contractor and at the Contractor's risk.
3. The term "County" or "Lake County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members and employees thereof in their official capacities while acting on behalf of Lake County.
4. The Lake County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the County to any such future coverage, or to the County's Self-Insured Retentions of whatever nature.
6. The Contractor hereby waives subrogation rights for loss or damage against the County.

10. QUANTITIES

- A. Quantities, if shown on the Bid, are estimated for bidding purposes only and shall be verified by the Contractor.
- B. Payment for work performed under this contract shall be based on a lump sum bid. Bidder shall determine quantities.
- C. Regardless of uncertainties of material supply and production at the time of bidding, Contractors shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.
- D. Pay items may be added, or deleted, to the list of pay items by the Project Manager or Contractor, that are required to complete the scope of the work as defined by the project plans and specifications.

11. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS

Any construction items or quantities reflected in the permitting documents, if any, required for this project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the project, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

12. ARITHMETIC DISCREPANCIES IN BIDS

- A. For the purpose of evaluation of bids, the following criteria will be utilized in resolving discrepancies in arithmetic found on the face of the bidding schedule of values as submitted by the bidders:
1. In case of discrepancy between unit values and extended values the unit value shall take precedence.
 2. Errors in extension of unit values will be corrected by the County.
 3. Errors in addition of lump sum and extended values to determine the total bid amount will be corrected by the County.
- B. For the purposes of bid evaluation, the County will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of a lump sum bid with the numerical unit values, extensions and totals arrived at by resolution of arithmetic discrepancies as provided above.

13. AWARD OF CONTRACT

It is the County's intent to award a single contract to the lowest responsive and responsible bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept. County will provide written notice of award to the Contractor. Construction of the first road will begin as soon as possible after the award by the BCC and the other road will begin sometime after October 1, 2008, pending funding ability.

The County may elect to conduct a pre-award inspection of the Contractor's facility. Only Contractors which are regularly engaged in the business of performing the services described in the solicitation and which can produce evidence of a satisfactory record of performance for a reasonable period of time will be considered for award. Contractors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the Contractor intends to sub-contract any part of its work to another Contractor or will obtain the goods specifically offered under this contract from another source of supply, the Contractor may be required to verify the competency of its sub-contractor and/or supplier. The County reserves the right before awarding the contract to require a Contractor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Contractor responding hereunder, including past performance with the County, in determining Contractor responsibility for the purposes of selecting a Contractor for contract award.

14. NOTICE TO PROCEED TO CONTRACTOR

After all contract documents are signed and approved, a Notice to Proceed will be issued for the road to be completed which shall include the commencement date. The Contractor shall be required to set up pre-construction conference(s) before any work shall begin.

15. INDEMNIFICATION

The Contractor will agree to indemnify the County as described in Division X of the Contract documents.

16. CONTRACT DOCUMENTS

The Contractor will be furnished with one (1) original of the Contract Documents for the project. Additional copies may be purchased from the LCPWD at the price per set listed in Division A. Copies of the "Standard Specifications" may be purchased from the FDOT. The Contractor shall have available on the job, at all times, one (1) copy of the Contract Documents.

17. HOURS OF OPERATION

Standard work hours are Monday to Friday 7:00 a.m. to 8:30 p.m. Work will not be permitted on Sundays and recognized Holidays as listed below unless permission to work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than twenty-four (24) hours prior to the work day. Work on Saturdays may be permitted by verbal notifications.

Under no circumstance will permission be given for work on New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. The Project Manger may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday. The Project Manager may consider approval in accordance with the provisions stated above for work on these observed holidays.

When the Contractor is approved for Sunday or Holiday work, the Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per day for each Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

18. NON-TRADITIONAL HOURS WORK

At the discretion of the Project Manager, the Contractor may be required to work non-traditional hours. Non-traditional hours are defined as work between the hours of 8:30 p.m. and 7:00a.m. Such hours are considered night work and the Contractor shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2000 Edition Section 8-4.1 Night Work and Section 330-3.2.4 Night Paving. The Contractor shall be required to operate with light plants and perform Maintenance of Traffic (MOT) in a method appropriate for such operations.

Any additional cost associated for night work shall be bid on a per mile basis as outlined on the bid sheet.

Should the Contractor wish to work non-traditional hours when not required by the Project Manager, the Contractor shall put a request in writing to the Project Manager. With the approval from the Project Manager, the Contractor shall be allowed to work these hours with proper MOT. It shall be understood that if the Contractor has petitioned to work these hours and it is not at the request of the County, there shall be no additional cost associated with this work accessed to the County and the Contractor shall not be eligible for non-traditional work hours.

19. PUBLIC RECORDS/COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the Contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the Contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

DIVISION B

GENERAL CONDITIONS

1. INTENT OF THE CONTRACT DOCUMENTS

- A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The Contract Documents and all referenced standards cited therein are essential parts of the Contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete project.
- C. Drawings are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision, which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the Contract Documents.

2. STORAGE OF MATERIALS

Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Project Manager, shall not be used in the work, and shall be removed from the site by the Contractor at his expense.

3. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the approval.

4. ERRORS AND OMISSIONS

The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Project Manager, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, he shall be deemed to have waived any claim for increased time or compensation he may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

5. CONTRACTOR'S OBLIGATIONS.

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Project Manager may take action as prescribed below.
2. Whenever the Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Project Manager shall notify the Contractor that such person is to be discharged from the work. The Contractor shall immediately discharge said person from the work and shall not again employ said person on this work except with the written consent of the Project Manager. Should the Contractor fail to remove such person or persons the Project Manager may withhold all payments.

B. Identification

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
2. The Contractor shall be as fully responsible to the Owner for acts and omissions of

his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

C. Contractor's Supervision

1. Prosecution of Work:

The Contractor shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Project Manager and with other Contractors at work in the vicinity.

2. Contractor's Superintendent:

a. The Contractor shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals, which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.

3. Supervision for Emergencies:

The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit to the Project Manager, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location to the Florida Highway Patrol and all other local law enforcement agencies.

4. Worksite Traffic Supervisor:

a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT Standard Specifications for Road and Bridge Construction, and in the plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in

a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.

- b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Section 102 of the FDOT Standard Specifications for Road and Bridge Construction may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.

D. General Inspection Requirements

1. Cooperation by the Contractor:

No work shall be done nor materials used, without suitable supervision or inspection by the Project Manager or his representative, and the Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Project Manager so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed.

After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

2. Failure to Remove and Renew Defective Materials and Work:

- a. Should the Contractor fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Project Manager shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.
- b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the contract bond. Any work performed subsequent to forfeiture of the contract, as described in this Paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

3. Inspection by the Federal Government or State of Florida:

When the United States Government, or State of Florida, is to pay a portion of the cost of construction, the construction work will be subject to such inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government, or State of Florida, a party to this contract.

6. AUTHORITY OF THE ENGINEER

- A. All work shall be done in accordance with the Contract Documents.
- B. The Project Manager shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and may be decided by the Engineer. The Contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Project Manager or other assistant shall in no way lessen the responsibility of the Contractor.

An Engineer may be called upon for questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the specifications, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

7. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate his work with the work of other contractors so that his work or the work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Project Manager in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- C. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County. Otherwise, Contractor shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. This provision applies to claims for early completion as well as late completion. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular work days notice requirement, the Project Manager shall ascertain the facts and the extent of the delay being claimed. The Project Manager's findings of fact justify such an extension, and the Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that

impact the Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy.

8. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

A. Work will not be permitted on Sundays and recognized Holidays unless permission to work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than twenty-four (24) hours prior to the work day. Work on Saturdays may be permitted by verbal notification.

B. No work will be permitted on:

New Years Day
Independence Day
Thanksgiving Day
Christmas Day

C. When approval is granted in accordance with the provisions stated above, work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

C. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per day for each Sunday or recognized Holiday on which the Contractor works.

D. Payment to the County of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (D) times the corresponding per day or per hour cost.

9. LIQUIDATED DAMAGES

- A. The County and the Contractor recognize that, since time is of the essence for this Contract, the County will suffer financial loss if the work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The liquidated damages shall be as follows:

| Specific Project Amount | Daily Charge Per Calendar Day |
|--|----------------------------------|
| \$5,000 and under..... | \$25 |
| Over \$5,000 but less than \$10,000..... | \$75 |
| \$10,000 or more but less than \$20,000..... | \$150 |
| \$20,000 or more but less than \$30,000..... | \$250 |
| \$30,000 or more but less than \$40,000..... | \$350 |
| \$40,000 or more but less than \$50,000..... | \$450 |
| Over \$50,000 but less than \$250,000..... | \$544 |
| \$250,000 or more but less than \$500,000..... | \$634 |
| \$500,000 or more but less than \$2,500,000..... | \$1,288 |
| \$2,500,000 or more but less than \$5,000,000..... | \$2,470 |
| \$5,000,000 or more but less than \$10,000,000..... | \$3,730 |
| \$10,000,000 or more but less than \$15,000,000..... | \$5,240 |
| \$15,000,000 or more but less than \$20,000,000..... | \$6,078 |
| \$20,000,000 and over..... | \$8,624 plus |
| 0.00027 percent per day for amount over \$20,000,000 | |

- C. Any Contractor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

10. CHANGES IN THE WORK

- A. Without invalidating the contract, the Project Manager may at any time, by written order, direct extra work within the general scope or alter the work by addition or deduction of items that do not alter the scope of the work. Such changes may be effected by Change Order or by other written order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change work orally. All changes orders shall be executed in the manner

set forth in the Lake County Purchasing Procedures. A copy of such procedures shall be available upon request.

- B. If changes to the scope of the work are required or if the contract time or the total contract price is increased or decreased, a Change Order in accordance with Board policy will be required.
- C. The value of such extra work or change shall be determined by contract unit values if applicable unit values are set forth in the contract. The amount of the change shall be computed from such values and added to or deducted from the contract price. If the applicable unit values are not in the contract, the value of such extra work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Project Manager. If the Contractor disagrees with the Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new work not covered by contract unit values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of change work. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- F. In an emergency endangering life or property, or as expressly set forth herein, the Project Manager has the authority to order the necessary work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such written order.
- G. Execution by the Contractor of a properly authorized Change Order (see appendix) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

11. CLAIMS AND DISPUTES

- A. Claims by the Contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled “Changes in Work”.
- B. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
- C. Claims by the Contractor shall be resolved in the following manner:
 - 1. Upon receiving the claim and supporting data, the County shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County shall specify the grounds for denial. The Contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is.
 - 2. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
- D. Claims by the County against the Contractor shall be made in writing to the Contractor as soon as the event leading to the claim is discovered by the County. All claims shall be priced in accordance with the provisions of the section in this document entitled “Changes in Work”. The Project Manager shall make a determination on the claim within fifteen (15) business days of receipt of the claim and shall communicate said determination to the Contractor in writing. The Contractor may appeal the determination as set forth in subsection C(2) above.
- E. Arbitration shall not be considered as a means of dispute resolution.

12. MEASUREMENT AND PAYMENT

A. Method of Measurement

Cold Recycled Bituminous Base Course – Square Yard
Type SI Recycled Asphalt – Square Yard
Type SIII Recycled Asphalt – Square Yard
Shoulder Restoration – Cubic Yard

Emulsified Asphalt – The asphaltic emulsions material shall be measured for conformance with the application rate based on the number of gallons and recorded area measurements actually incorporated in the work.

- B. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown in the specifications, except when such work is performed upon instructions of the Project Manager.
- C. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.
- D. Whenever any change, or combination of changes in the plans, results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for in the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- E. Where the pay quantity for an item is designated to be Lump Sum, and the plans or specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- F. Failure to construct any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than \$1,000.00 for earthwork items, or more than \$100.00 for any other item.
- G. Materials purchased by the Contractor for drainage structures, drainage pipe, and road base delivered to job site for this contract are eligible as determined by the Project Manager for payment up to one half the bid unit price. If payment is made the

materials shall become the property of Lake County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason. The remainder of payment shall not be made until such materials are properly constructed and in place per plans and specifications.

13. PAYMENTS TO CONTRACTOR

The County shall provide periodic payments for tasks completed by the vendor. In accordance with the items listed within the Bid Form - Tabulation of Estimated Quantities (Division W), a list of items rendered complete, satisfactory, and acceptable will be prepared by the Contractor within 30 calendar days after reaching substantial completion. Failure of the Contractor to include any corrective work or pending items not yet completed on the list developed pursuant to this subsection does not alter the responsibility of the Contractor to complete all construction services purchased pursuant to this Contract. Upon completion of all items on the list, the Contractor may submit a payment request with his next monthly invoice for all remaining retainage withheld by the County. If a good-faith dispute exists as to whether one or more items have been completed pursuant to the Contract, the County may continue to withhold an amount not to exceed 150 percent of the total costs to complete the remaining items. The Contractor's project representative will be required to review these estimates with the Inspector and sign the estimate in agreement. The payment estimate based on extension of the unit values for said quantities will then be checked by the Inspector's supervisor, who will reconfirm with the Inspector and contractor any required corrections, before further processing for payments.

All payments made to the Contractor and all payment of subcontractors, sub-contractors, materialmen, and suppliers shall be in accordance with Part VII, Chapter 218, Florida Statutes (2005).

Address for invoicing: Lake County Public Works, 437 Ardice Avenue, Eustis, Florida 32726.

14. ACCEPTANCE AND FINAL PAYMENT

A. Final Inspection

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Project Manager will make the final inspection.

Failure of the Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

B. Maintenance of Work

The Contractor shall maintain all work in first-class condition until final inspection is completed and accepted by the Project Manager. All Bonds and Insurance shall be maintained until final acceptance by the Board of County Commissioners.

C. Final Acceptance

1. Upon completion of the final construction inspection and where the work is found to be completed satisfactorily, the Contractor shall prepare a final estimate.
2. Whenever the work provided for under the contract has been completely performed by the Contractor, and the final inspection has been made by the Project Manager, a final pay request showing the value of the work will be prepared by the Contractor as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit in the form provided in Division Z of this Contract, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of his account under contract and of all claims in connection therewith.
3. The surety on the contract bonds consents, by completion of their portion of the affidavit and surety release subsequent to the Contractor's completion of his portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

D. Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by the Contractor against the County arising out of this Contract or otherwise related to the project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
2. Neither the acceptance of the work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.

E. Recovery Rights, Subsequent to Final Payment

The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or his surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials.

15. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

16. LANDS FOR WORK AND ACCESS THERETO

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis.
 - 1. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Project Manager, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably

encumber the project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.

- E. The Contractor is responsible for ensuring and complying with any permit requirements from Federal, State, County, or local agencies in the storage of material on properties not under the control of Lake County. The Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

17. SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the contract. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Contract.
- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the work.
- C. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint himself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Contract, unless such understanding or interpretations are made in writing.

18. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.
- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at his own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- D. Where the Contractor hauls material or equipment to the project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, he shall immediately, at his expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations
- E. The Contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.
- F. All existing monuments shown on these plans are to be preserved, if possible. Any monuments damaged or destroyed without the express written permission of Lake County, including but not limited to horizontal and vertical control points and property corners, are to be restored at the expense of the Contractor by a professional surveyor and mapper, licensed to do business in the State of Florida.

19. OTHER WORK

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized work prior to final completion of the project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.
- D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work.

20. TERMINATION

- A. Termination for Default
 - 1. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the County to terminate the Contract, in whole or in part, as further set forth in this Section, for any of the following reasons:
 - a. Failing to begin the work under the Contract Documents within the time

specified herein;

- b. Failing to properly and timely perform the work as directed by the Project Manager or as provided for in the approved Construction Schedule;
 - c. Performing the work unsuitably or neglecting or refusing to remove materials or to correct or replace such work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the work;
 - e. Failing to resume work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
 - g. Allowing any final judgment to stand unsatisfied for more than ten (10) days;
 - h. Making an assignment for the benefit of creditors;
 - i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
 - k. Failing to maintain contract security as required by the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in his performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Contract, in whole or in part, and may take possession of the work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including engineering, architectural and attorney's fees) or damages incurred by the County incident to such completion, shall be

deducted from the contract price, and if such expenditures exceed the unpaid balance of the contract price, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, attorneys' fees (including appeal) and interest thereon at the maximum legal rate of interest until paid.

4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefore or relating to the work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the work hereunder.
5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A it is determined for any reason that the Contractor was not in default or that his default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Contract, in whole or in part, without cause upon seven (7) calendar days written notice to the Contractor.
2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the contract price earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or work not performed.

21. SUBMITTALS

A. Schedule

1. At or before the Pre-construction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Project Manager a Construction Progress Schedule in a form satisfactory to the Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of work. A bar graph format is acceptable for the Construction Progress Schedule. If required by the Project

Manager, at or before the Pre-construction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the contract period.

The Contractor shall identify each submittal by contract number and title on the form provided by the Project Manager.

2. For lump sum contracts the Contractor shall also furnish the Project Manager with a detailed estimate giving a complete breakdown of the value of items of work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the contract price.
3. The Construction Progress Schedule shall be updated by the Contractor. All updates to the progress schedule shall be submitted for the Project Manager's file.
4. The work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Project Manager.
5. The Contractor is to furnish the Project Manager for approval a Traffic Control Plan (TCP) that complies with the Manual on Uniform Traffic Control Devices (MUTCD).
6. If a National Pollution Discharge Elimination System (NPDES) Construction Permit is required for the Project, prior to construction the Contractor is to furnish the Project Manager a copy of the Stormwater Pollution Prevention Plan (SWPPP).

B. Material Safety Data Sheets Requirement

If any chemicals, or materials or products containing toxic substances are to be used at any time during this Contract, pursuant to completion of this Contract, the Contractor shall furnish a Material Safety Data Sheet to both the Lake County Department of Risk Management and the Project Manager, prior to commencing such use.

C. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" 2000, and all supplemental specifications thereto which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted

formula shall be approved by the County. The Contractor shall prepare the mix formula to be submitted to the County.

3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet FDOT Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
4. All Job mix formulas shall be submitted to the Project Manager.

22. RIGHT TO AUDIT

- A. All of the Contractor's records related to the performance of this contract shall be open to inspection and subject to reproduction by the Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of his payees pursuant to the execution of the contract. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this contract, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.
- B. For the purpose of such audits, inspections, examinations and evaluations the County shall have access to the said records from the effective date of this contract, for the duration of the work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this contract. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.
- C. The Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

23. INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this contract, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this contract, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment

interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

24. STANDARD SPECIFICATIONS

REFERENCES:

A.A.S.H.T.O.-AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS. Any reference to A.A.S.H.T.O. standards shall mean the most recent published revision, unless otherwise specified.

AASHTO-AGC-ARTBA Task Force 38 Report

AASHTO T96 Standard Method of Test for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates

AASHTO T 85 Specific Gravity of Coarse Aggregate

A.S.T.M. - AMERICAN SOCIETY FOR TESTING MATERIALS. Any reference to A.S.T.M. means the most recent published revision, unless otherwise specified.

ASTM C 117 (2004) Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C 131 (2006) Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C 136 (2006) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

ASTM C 29/C 29M (2007) Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate

ASTM C 88 (2005) Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM D 140 (2001; R 2007) Sampling Bituminous Materials

ASTM D 1556 (2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 2041 (2003a) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

ASTM D 2172 (2005) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

ASTM D 2216 (2005) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

ASTM D 2397 (2005) Standard Specification for Cationic Emulsified Asphalt

ASTM D2419 Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate

ASTM D 242 (2004) Mineral Filler for Bituminous Paving Mixtures

ASTM D 422 (1963; R 2002e1) Particle-Size Analysis of Soils

ASTM D 4643 (2000) Determination of Water (Moisture) SECTION 32 01 17 Page 4 Content of Soil by the Microwave Oven Method

ASTM D 4791 (2005e1) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

ASTM D 4944 (2004) Field Determination of Water (Moisture) Content of Soil by the Calcium Carbide Gas Pressure Tester Method

ASTM D 4959 (2007) Determination of Water (Moisture) Content of Soil by Direct Heating

ASTM D 6938 (2007a) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM D 75 (2003) Standard Practice for Sampling Aggregates

AASHTO T 27 "Sieve Analysis of Fine and Coarse Aggregate"

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 901-1.4, Nos. 57 and 67, No. 2.

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-10.

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-13.

FDOT Standard Specification for Road and Bridge Construction 2007 Edition Section 575, Sodding, and Section 981, Grassing and Sodding

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 100 Construction Equipment – General Requirements.

FDOT Standard Specifications for Road and Bridge Construction 2007 Edition Section 711 Thermoplastic Traffic Stripes and Markings.

FDOT Standard Specifications for Road and Bridge Construction 2007 Edition Section 916 Bituminous Materials

Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways."

Florida Statute Chapter 556 Sunshine State One Call 1-800-432-4770

25. PRIORITY

In any instance where there is an apparent conflict between these Special Provisions and the corresponding terms of the "Standard Specifications," these provisions shall be controlling.

26. SURVEY AND LAYOUT

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project. All centerline control points shall be established and maintained through the contract period by the Contractor.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the contract period. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of

curvature, and points of tangency. All stakes shall be clearly marked and identified.

- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hardbound books. Standard ASCII files/format shall be used with software compatibility to that of the LCPWD. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility work items, copies of which shall be furnished to the Engineer prior to the work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hardbound field books prior to layout and staking.
- H. The Contractor shall submit, for information only, a Survey and Layout Plan comprised of the following:
 - 1. Name, address and certificate number of the registered Professional Land Surveyor to be in responsible charge of performing all survey control and boundary work.
 - 2. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Engineer.
- I. Stakes Set by County: The Engineer will provide all construction stakes establishing right-of-way limits.
- J. Preservation of Stakes and Marks: The Contractor will be held responsible for the preservation of all the stakes and marks. If any of the stakes or marks are carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be deducted from the payment for the work.

27. LABORATORY TESTING

Cost of all required laboratory testing shall be borne by the Contractor. Testing shall be in accordance with the Standard Specifications.

28. SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, Occupational Safety & Health Administration (OSHA), or Americans with Disabilities Act (ADA) regulations must be provided.

As a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, properly operating amber flashing or white strobe light. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.

The Project Manager or other County representatives may periodically monitor work site for safety. Should there be safety and/or health violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site.

The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

29. CONFORMITY OF WORK WITH PLANS

- A. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
- B. In the event the Project Manager finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgement.
- C. For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown in the plans, provided that all templet and straight edge requirements are met and that suitable transitions are effected.

30. WARRANTY

All work performed under this contract shall be warranted to provide, as a minimum, the specified performance criteria for a period of at least thirty six (36) months after completion of the project and acceptance by the County. Acceptability of this work shall be determined based on both end-result and performance-based criteria.

Performance criteria are as follows:

Fatigue (Alligator) Cracking. Replace any 500-foot lane segment that has a fatigue cracking condition rating exceeding the low severity level for more than 10 percent of the pavement surface area in any segment during the warranty period.

Rutting. Limit rutting resulting from failure of the recycled base to no more than ½-inch depth as measured with a 10-foot long straightedge, not to exceed ½ the length of any 500-foot lane segment during the warranty period.

Potholes. The Contractor shall be responsible for the repair of any potholes that in the surface area. If the surface area of all potholes totals 5 percent or more of the segment's surface area the Contractor shall replace a 500-foot or more if needed lane segment where the potholes occur during the warranty period.

It is the County's responsibility to monitor warranted work to determine cold-in-place recycling and overlay performance. This includes performance of tests, recording observations, providing the Contractor with access to this information, and notifying the Contractor in writing of any required warranty work.

It is the Contractor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The Contractor shall provide the

County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified herein. The Contractor shall complete all warranty work of repairs and permanent replacement as directed by the County, maintaining traffic control as specified herein. The Contractor shall repair said areas within 30 calendar days from notification by the County.

In the event of any failure of the CIP Recycling, in accordance with the performance criteria herein, the County and the Contractor will determine if the failure is due to the recycled asphalt materials or workmanship being at fault. If the failure is due to the recycled asphalt materials or workmanship being at fault, the Contractor shall repair the failed areas at no cost to the County.

In areas where the CIP Recycling must be repaired or replaced, the Contractor shall also be responsible for replacement of any area of affected overlay, in accordance with applicable overlay specifications. In all cases, the Contractor will be responsible for any needed repairs at no cost to the County. In cases where the overlay was inadequate or poorly constructed by others, or where failure resulted from materials or conditions underlying the recycled base, drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the Contractor. In cases where the overlay was inadequate or poorly constructed by the Contractor, then the Contractor shall replace the defective area utilizing overlay as specified herein, at no cost to the County.

DIVISION J

SPECIFICATIONS

COLD IN PLACE RECYCLING FOR CR 466A

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Specifications

J-2 through J-18

LAKE COUNTY COLD IN PLACE RECYCLING SPECIFICATIONS

GENERAL SPECIFICATIONS

GENERAL SCOPE

Provide cold in place recycling pavement restoration to create a base course. Contractor shall be capable of installing a structural and surface wearing course of recycled hot mix asphaltic concrete over the prepared base, complete roadway striping, and all other ancillary items as required within these specifications.

The Contractor shall furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the terms and conditions of the contract.

This work consists of milling the existing asphalt pavement to the width and depth specified, mixing the milled bituminous material with a liquid recycling additive and water (if required), to match a mix design provided by the Contractor. This emulsified Recycled Asphalt Material (RAP) shall be placed on a suitable subgrade or base and then be compacted to achieve the prescribed densities for the base course. After the proper cure time two (2) layers of hot mix asphaltic concrete shall be placed on top of the prepared base.

The project site shall be a portion of CR 466A located in Lake County Florida (see attached project maps). CR 466A shall start once the Notice to Proceed has been issued.

The project site for CR 466A is located near Fruitland Park Florida. The approximate square yards for the project are 24,088. These are only estimates and the actual limits of the projects area are field marked with pink paint. Any company that intends on bidding the project is advised to make a site visit. The square yards given are only for bid tabulation purposes. This contract shall be based on a lump sum cost for the entire project.

All work on this contract must also conform to specifications per AASHTO-AGC-ARTBA Task Force 38 Report (available from American Association of State Highway and Transportation Officials, 444 North Capital Street NW, Suite 249, Washington, DC 20001). The intent of this contract is to utilize the specified process which is clearly defined in Task Force 38 as being a completely separate discipline from Full Depth Reclamation. Therefore Full Depth Reclamation or any variation of Full Depth Reclamation will not be accepted.

As part of the bid submittal the Contractor shall show proof of five (5) years experience and a minimum of five (5) similar type projects that have been successfully completed in the State of Florida.

REFERENCES

A.A.S.H.T.O.-AMERICAN ASSOCIATION OF STATE HIGHWAY AND

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ASTM C 117 (2004) Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing

ASTM C 131 (2006) Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine

ASTM C 136 (2006) Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

ASTM C 29/C 29M (2007) Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate

ASTM C 88 (2005) Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate

ASTM D 140 (2001; R 2007) Sampling Bituminous Materials

ASTM D 1556 (2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method

ASTM D 2041 (2003a) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

ASTM D 2172 (2005) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures

ASTM D 2216 (2005) Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass

ASTM D 2397 (2005) Standard Specification for Cationic Emulsified Asphalt

ASTM D2419 Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate

ASTM D 242 (2004) Mineral Filler for Bituminous Paving Mixtures

ASTM D 422 (1963; R 2002e1) Particle-Size Analysis of Soils

ASTM D 4643 (2000) Determination of Water (Moisture) SECTION 32 01 17 Page 4 Content of Soil by the Microwave Oven Method

ASTM D 4791 (2005e1) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

ASTM D 4944 (2004) Field Determination of Water (Moisture) Content of Soil by the Calcium Carbide Gas Pressure Tester Method

ASTM D 4959 (2007) Determination of Water (Moisture) Content of Soil by Direct Heating

ASTM D 6938 (2007a) Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM D 75 (2003) Standard Practice for Sampling Aggregates

AASHTO T 27 "Sieve Analysis of Fine and Coarse Aggregate"

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 901-1.4, Nos. 57 and 67, No. 2.

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-10.

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-13.

FDOT Standard Specification for Road and Bridge Construction 2007 Edition Section 575, Sodding, and Section 981, Grassing and Sodding

FDOT Standard Specifications for Road and Bridge Construction 2004, Section 100 Construction Equipment – General Requirements.

FDOT Standard Specifications for Road and Bridge Construction 2007 Edition Section 711 Thermoplastic Traffic Stripes and Markings.

FDOT Standard Specifications for Road and Bridge Construction 2007 Edition Section 916 Bituminous Materials

Federal Highway Administration (F.H.W.A.) “Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways.”

Florida Statute Chapter 556 Sunshine State One Call 1-800-432-4770

SUBMISSIONS AND DESIGN REQUIREMENTS

Delivery Tickets - All delivery tickets and notes regarding any materials brought to the work site to complete this project shall be given to the County upon delivery to the work site. An approved representative of the Contractor shall sign these tickets at the time of delivery.

The Contractor shall make the necessary field adjustments to provide for a smooth transition onto the existing adjoining pavement.

The following are the site specific specifications for each road.

CR 466

- 3” cold in place mixed recycled base
- 1 ¼” Type SI recycled asphaltic concrete structural course
- ¾” Type SIII recycled asphaltic concrete friction course

Extraction and Gradation Report

The following are the results of the extraction gradation analysis performed on samples extracted from each roadway:

Location: CR 466a Combined cores 1 & 17
 Core 1- East bound 100 east of the west boundary of the project
 Core 17- West bound 1,048 east of the west boundary of the project.

| Sieve Size | Percent Passing |
|------------|-----------------|
| 3/4" | 97.5 |
| 1/2" | 91.2 |
| 3/8" | 89.6 |
| No. 4 | 84.8 |
| No. 10 | 74.4 |
| No. 40 | 49.9 |
| No. 80 | 15.1 |
| No. 200 | 5.87 |
| AC Content | 7.83% |

The Contractor shall bid this project as a lump sum for each project. As part of and based on this lump sum the Contractor awarded the bid shall supply the County with a mix design based on the information within the extraction and gradation report. This mix design shall be supplied to the County prior to the preconstruction meeting. The mix design shall have the following information included:

- i) Width of milling operation
- ii) Depth of milling operation
- iii) Type of rejuvenation agent
- iv) Type and amount of liquid recycling additive to be injected into the (RAP)
- v) Compressed thickness of emulsified RAP.
- vi) Required density of compressed emulsified RAP.

Cold Pulverized Material - The cold pulverized recycled asphalt pavement (hereinafter referred to as RAP) material shall meet the following gradation requirement prior to the addition of the asphalt emulsion.

| STANDARD | | METRIC | |
|------------|----------|------------|----------|
| Sieve Size | %Passing | Sieve Size | %Passing |
| 2" | 95 | 51 mm | 95 |

Asphalt Emulsion

The type of asphalt emulsion to be used shall be determined by the mixture design. Bituminous material shall conform to the applicable requirements of the 2007 FDOT Standard Specifications for Road and Bridge Construction, Section 916. A representative from the

asphalt emulsion supplier shall be at the job site at the beginning of the project to monitor the characteristics and performance of the asphalt emulsion. Throughout the job, the representative shall monitor the project and make adjustments to the asphalt emulsion formulation as required.

Before the start and at the end of each day's work, the County's Project Manager or designee may ask and must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. If a County Representative is not available to take the readings it shall be the responsibility of the Contractor to record the readings and supply of a copy to the County.

Mixture Design

The mix design testing shall be conducted by an AASHTO Materials Reference Laboratory (AMRL) accredited laboratory. Based on RAP consistency throughout project limits, more than one mix design may be required. The mix design(s) shall meet the Mix Design Performance Criteria of Table 1 and be approved by the Project Manager prior to construction.

| Table 1 – Mix Design Performance Criteria | | |
|---|---|--------------------------------------|
| 100 mm specimens shall be prepared in a Superpave Gyratory compactor. The mixture should meet the following criteria at the selected design asphalt emulsion content: | | |
| Property | Criteria | Purpose |
| Compaction effort, Superpave Gyratory Compactor AASHTO T312 | 1.25° angle, 600 kPa stress, 30 gyrations | Density Indicator |
| Density, ASTM D2726 or equivalent | Report | Compaction Indicator |
| Gradation for Design Millings, ASTM C117 | Report | |
| *Marshall stability, ASTM D6926, D6927, 40°C | 1,250 lb min. | Stability Indicator |
| **Resistance of Compacted Bituminous Mixture to Moisture Induced Damage AASHTO T283 -Retained stability based on cured stability | 70 % min. | Ability to withstand moisture damage |
| * Cured stability tested on compacted specimens after 60°C (140°F) curing to constant weight. | | |
| **Vacuum saturation of 55 to 75 percent, water bath 25°C 23 hours, last hour at 40°C water bath | | |

Other Additives – If necessary, additives may be used to meet the requirements in Table 1. In the case that an additive is used, the type and allowable usage percentage must be described in the submitted design recommendation.

Addition of Imported Crushed Reclaimed Asphalt Pavement (RAP) material If available, imported RAP material may be added at the discretion of the Project Manager if the RAP

material meets the requirements in Table 2. The crushed RAP shall be free from vegetation and all other deleterious materials, including silt and clay balls. It shall meet the requirements for Deleterious Materials given in Table 2. The crushed RAP shall not exceed the maximum size requirement in Section 334-2.2 and when blended with the design millings, shall produce a product which meets the specifications given in Table 1.

| Table 2 - Imported Crushed RAP Criteria | | |
|---|---------------------------|-----------------|
| Property | Method | Limit |
| Deleterious Materials: Clay Lumps and Friable Particles in Aggregate, % | ASTM C 142 or AASHTO T112 | 0.2% maximum |
| Maximum size and Distribution | ASTM C 136 or AASHTO T 27 | Section 334-2.2 |

Additional Aggregate - Based on the results of mix design testing or other requirements, the CIR Contractor shall determine if additional aggregate is required to comply with mix design performance criteria specified in Table 1. Any additional aggregate shall meet the criteria specified in Table 3, and it shall be graded to produce a pavement layer which meets the mix design performance criteria specified in Table 1.

| Table 3 - Additional Aggregate Criteria | | |
|--|---------------------------|-----------------|
| Property | Method | Limit |
| Los Angeles abrasion value, % loss | AASHTO T96 | 40% maximum |
| Sand Equivalent,% | ASTM D2419 | 60% minimum |
| Maximum size and Distribution | ASTM C 136 or AASHTO T 27 | Section 334-2.2 |
| Water absorption % | AASHTO T 85 | 5% maximum |

EQUIPMENT

The Contractor shall use equipment suitable for the work required as stated in these specifications and shall comply with FDOT Standard Specifications for Road and Bridge Construction 2004, Section 100.

The Contractor shall use a self-propelled, down cutting cold milling machine that is capable of pulverizing the existing bituminous material in a single pass to the depth shown on the plans and to a minimum width of not less than 10 feet. The machine shall have automatic depth controls to maintain the cutting depth to within $\pm \frac{1}{4}$ inch of that extraction and gradation report, and shall have a positive means for controlling cross slope elevations. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted unless secondary crushing is conducted in-place prior to mixing and the introduction of bituminous material.

The injection pumping system shall be so that positive displacement pumps accurately meter the planned amount of bituminous material and the milling machine mixes it thoroughly with the RAP materials. The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within ± 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion

amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings shall be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time. The bituminous metering system and water metering system shall be capable of continuous monitoring (GPM) flow and totalizing the quantity of bituminous material applied into mixing chamber.

The Contractor shall furnish on site equipment capable of mixing the milled bituminous material and liquid recycling additive into a homogeneous mixture, placing the mixture in a self-propelled conventional bituminous paver having electronic grade and cross slope control for the screed. The equipment shall be of sufficient size and power to spread and lay the mixture in one smooth continuous pass to the specified section and according to the plans. The method of depositing the mixed material shall be so that segregation does not occur.

Compaction equipment shall be heavy pneumatic-tired rollers, twenty five (25) tons and a double drum vibratory steel-wheeled roller with a gross operating weight of not less than twelve (12) tons. All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. Pneumatic rollers must have properly working scrapers and water spraying systems. The double drum vibratory rollers must have properly working scrapers and water spraying systems.

SURFACE PREPERATION/SHOULDER PREPERATION

Prior to starting any application process the Contractor shall be responsible for removing any vegetation back from existing pavement edges. All roadways shall have the shoulder vegetation cut back/removed prior to placement of the asphaltic concrete overlay. This area shall extend a minimum of three (3) feet past the edge of the pavement. It shall be the responsibility of the Contractor to remove any excess materials created by cutting back the shoulders. When vegetation is growing through the surface of the roadway that is being prepared for surfacing, it shall be removed and sterilized by use of propane torch unit eliminating all vegetation, dirt, moisture and seeds. At the option of the Contractor and with the approval of the Project Manager, an herbicide may be applied prior to the work beginning. This shall be applied far enough ahead of the cold in place operations to sufficiently give the vegetation enough time to properly brown so that when completing the final sweeping before surface treatment no vegetation is left. No spoils created from the removal of the vegetation shall be left in the adjacent yards. Any unsightly clumped vegetation or debris shall be removed by the Contractor. The Contractor shall rake or sweep all material and remove if necessary.

MANHOLES/VALVES

All manholes and water valves shall be adjusted to within one-half (1/2) inch tolerance by the Contractor prior to placing asphaltic concrete material. All this type of work shall be in accordance with the Florida Department of Transportation Standard specification for Road and Bridge Construction 2000 Edition Section 425.

Inlets/Catch Basins must be covered during the milling and recycling operation to prevent

milled material from entering the catch basin area where it could contaminate and/or block the storm water system. Compact material flush with curb-face so as no irregularity in surface exists. Protection of the curbs shall take place to ensure that the recycled product being installed does not adhere to the curb.

MILLING THE EXISTING PAVEMENT

The Contractor shall mill the existing pavement to the required depth and width in one pass. The pulverized bituminous material shall be processed to the required gradation.

MIXING

During recycling operations, the Contractor shall apply the necessary liquid recycling additives to the pulverized bituminous material at the initial design rate as specified by the submitted mix design. Mixing of all reclaimed materials, aggregate and liquid recycling additive will be conducted in-place. The Contractor shall maintain proper moisture content to assure thorough mixing of all materials. The Contractor shall provide a positive means for accurately metering the rate of flow and total delivery of the liquid recycling additive introduced into the mixture. The Contractor shall spread the required quantity of reclaimed material and aggregate, if required, on the prepared area in a uniform loose layer to obtain the specified compacted depth. The travel speed of the mixer shall be closely monitored and adjusted to obtain a thorough and uniform mixture in a single pass. Should the Contractor experience problems with the supplied mix design, all operations shall be stopped and the Project Manager shall be contacted to determine the proper action to correct the situation. The Contractor with the approval of the Project Manager may vary the application rate of liquid recycling additive as required by existing pavement conditions. The Contractor shall maintain, at all times, an allowable tolerance of $\pm 0.2\%$ of the rate of application as determined by the Project Manager. The Contractor may add water to the pulverized material to facilitate uniform mixing with the liquid recycling additive. The water may be added prior to or concurrently with the liquid recycling additive. Adding water to facilitate uniform mixing shall not adversely affect the liquid recycling additive. An aggregate of similar gradation may be added to the mixture if required by field conditions and/or directed by the County.

Any changes to the mix formula should be made judiciously, only by experienced personnel, and shall be approved by the County at the time of the change. A log book shall also be kept stating the date, time, reason for change, and type of change.

PLACEMENT OF RECYCLED MATERIAL

The Contractor shall place and finish the recycled material in one continuous pass, without segregation, to the lines and grades established by the County. The material shall be spread using a self-propelled paver meeting the requirements under FDOT Standard Specifications for Road and Bridge Construction 2007, Section 320-5. Heating of the paver screed will not be permitted. The recycled material shall be spread in one continuous pass, without segregation and to the lines and grades established by the Engineer.

If segregation does occur behind the paver, operations shall be stopped and the Contractor must take immediate steps to correct the problem. Corrective action may include adjusting the forward speed of the milling operation, adjusting the flow of material to the crusher and/or replacing equipment. The Contractor shall make adjustments until a satisfactory end-product has been obtained, as determined by the County Representative.

COMPACTION

Compaction shall commence as the mixture begins to break. If asphalt emulsions or emulsified recycling agents are used this could take from 30 minutes to 2 hours depending on environmental conditions. This is indicated by the mix beginning to turn from brown to black. If the Contractor has delayed rolling until after the mix breaks and this has allowed a crust to form in the top portion of the mat to the point that it effects compaction by causing severe roller checking or cracking, the Contractor shall stop the rolling and make the necessary corrections to prevent the checking and cracking.

Compaction shall be accomplished with heavy pneumatic-tired rollers, and with double drum vibratory steel-wheeled rollers. All rollers shall be self-propelled. The number, weight and types of rollers shall be as necessary to obtain the required compaction. Pneumatic rollers must have properly working scrapers and water spraying systems.

Commence rolling at the low side of the course, except leave three (3) to six (6) inches from any unsupported edge or edges unrolled initially to prevent distortion. Roll with rollers meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-10. The Contractor shall insure that the roller operators are instructed to maintain straight and even pattern and insure the rollers come to a complete stop before changing directions.

During initial construction, rolling patterns and sequences shall be established through the construction of a control strip produced with the CIR equipment and within the pavement section, to determine the target wet density, using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. In all cases, the longitudinal joint must first be rolled followed by the rolling pattern established by the test strip. The initial pass for the rolling pattern established by the test strip should begin on the low side and progress to the high side by overlapping of longitudinal passes parallel to the pavement centerline. Initial rolling should not begin until the emulsion has started to break. Rollers shall be operated at speeds appropriate for the type of roller and necessary to obtain the required degree of compaction and prevent defects in the mat. Rolling shall be continued until no displacement is occurring or until the pneumatic roller(s) is (are) walking out of the mixture. Final rolling to eliminate pneumatic tire marks and to achieve density shall be done by double drum steel roller(s), either operating in a static or vibratory mode. Vibratory mode should only be operated at a speed, frequency and amplitude shown not to damage the pavement. The selected rolling pattern shall be followed unless changes in the recycled mix or placement conditions occur and the established rolling pattern is causing damage to the mat or the required degree of compaction is unachievable. These circumstances require the establishment of new rolling patterns and sequences through the construction of a control strip produced with the CIR equipment and within the pavement section. When possible, rolling shall not be started or stopped on uncompacted material but with rolling patterns established so that they begin or end on previously compacted material or the existing pavement.

SAND SEAL

The newly completed Cold In Place Recycled base shall have a prime and sand treatment applied in accordance with the 2000 edition of the FDOT Standard Specifications for Road and Bridge Construction, Section 311 prior to opening the roadway to traffic.

RETURN TO TRAFFIC

After the completion of compaction of the recycled pavement layer, no traffic shall be permitted on the completed recycled material for at least one (1) hour. After one hour rolling traffic may be permitted on the recycled material. This time may be adjusted by the Project Manager to allow establishment of sufficient cure so traffic will not initiate raveling. Work Zone Traffic Striping shall be installed prior to the removal of any traffic control devices.

After opening to traffic, the surface of the recycled pavement layer shall be maintained in a condition suitable for the safe movement of traffic.

CURING

Prior to placing the hot mix asphalt concrete surface course, or other applicable surface treatment, the recycled pavement layer shall be allowed to cure until the moisture of the material is reduced to 2.0 percent or less, or until approval of the Project Manager. Under dry conditions, the Cold In-Place Recycled pavement layer should meet the moisture requirements within 48 hours.

QUALITY CONTROL

The contractor shall be responsible for providing field and laboratory quality control testing of materials during construction. The County or its subconsultant may conduct sampling and testing whenever or as often as desired for verification purposes. The contractor shall acquire an adequate amount of material for each sample to be tested in the laboratory so that an ample amount of material is left over in case of the need for resolution testing. Resolution testing will be required and provided at the expense of the contractor if similar laboratory samples tested by the contractor and the County do not coincide within reasonable values as determined by the Project Manager. The resolution laboratory will be selected by the County and the testing results provided by this lab will be used for materials acceptance purposes. All materials testing laboratories shall be accredited by the AASHTO Materials Reference Laboratory (AMRL) or Construction Materials Engineering Council (CMEC). The contractor shall submit all documentation of field inspection and laboratory testing results required herein to the Project Manager prior to payment and upon request. Copies of all delivery tickets and notes regarding any materials brought to the project site shall be given to the County upon delivery to the project site. These tickets shall be signed by an approved representative of the Contractor at the time of delivery.

CRUSHED RAP MATERIAL SIZING

A sample shall be obtained from the receiving hopper of the paver each one half ($\frac{1}{2}$) mile or as specified by engineer and screened using a two (2) in. sieve (or smaller sieve if required) to determine maximum particle size requirement compliance. The resulting gradations shall be compared to the mix design gradations to determine any necessary changes to emulsion content. Gradation results shall be shared with the Project Manager by the end of the following day. Sampling procedures shall be in accordance with ASTM D979 or AASHTO T168.

ASPHALT EMULSION

The asphalt emulsion shall be received on the job site within the temperature ranges specified by the emulsion supplier. The emulsion supplier shall provide testing results for each shipment indicating the emulsion is in compliance with the criteria specified in Table 4. The Project Manager may require the contractor to obtain emulsion samples from each shipping trailer prior to unloading into the contractor's storage units for quality control testing if desired. The testing

shall meet the following requirements:

| Table 4 – Emulsion Criteria | | |
|--|-----------|----------------|
| Property | Method | Limit |
| *Residue from distillation, % | ASTM D244 | 64.0 to 66.0 % |
| *Oil distillate by distillation, % | ASTM D244 | 0.5% maximum |
| Sieve Test, % | ASTM D244 | 0.1% maximum |
| **Residue Penetration, 25°C, dmm | ASTM D5 | -25 to +25% |
| *Modified ASTM D244 procedure – distillation temperature of 177°C with 20 minute hold. | | |
| *To be determined during CIR design phase prior to emulsion formulation and manufacture for project. Penetration value range will be determined and submitted to the Project Manager for approval prior to project start | | |

Asphalt Emulsion Content and Yield – Total emulsion quantity and yield shall be monitored and recorded daily and for each segment in which the target emulsion percentage is adjusted. This information shall be gathered from the calibrated emulsion metering device. Emulsion content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist.

Water Content and Yield – Total water quantity and yield shall be monitored and recorded daily and for each segment in which the target water percentage is adjusted. This information shall be gathered from the water metering device. Water content adjustments shall be made appropriately when multiple and specific mix designs for different road segments of varying composition exist. Water content adjustments shall also be made based on mixture consistency, coating, and dispersion of the recycled materials.

Mixture Testing – At the discretion of the Project Manager and if the recycled pavement layer quality and workmanship seem suspect, the Contractor may be required to sample, in accordance with ASTM D3665 and D979, the recycled mixture for determining compliance with design criteria specified in Table 1. If samples of the recycled asphalt pavement mixture are taken after the addition of additives and emulsion, the specimens must be compacted within fifteen (15) minutes of sampling and tested as required in Table 1. If the recycled mixture is sampled prior to the addition of additives and emulsion, the sample must immediately be transferred to air-tight plastic container to prohibit loss of moisture. Samples must be mixed in the laboratory with the field additives and emulsion within twenty-four (24) hours and tested as required in Table 1.

Depth of Pulverization (Milling) - The depth shall be checked and recorded daily and every one eighth (1/8) mile (0.2 km).on both outside vertical faces of the cut. Measure depth by placing a rigid measuring device perpendicular to the bottom of the milled surface and near the vertical faces of the cut.

Compacted Density – Degree of compaction of the recycled pavement layer shall be monitored for compliance with target wet density established during the initial control strip construction.

Wet density shall be determined every one quarter (1/4) mile using a nuclear moisture-density gauge in accordance with ASTM D2950, backscatter measurement mode. Ensure that licensed individuals operate all nuclear gauges and have been calibrated within the last twelve (12) months. The acceptable degree of compaction shall be ninety-six (96) to ninety-eight (98) percent of target wet density. Care shall be taken not to over-roll the mat based on visual observations of check cracking or shoving. A new control strip and target density shall be established if the consistency of the material being recycled changes. The Project Manager shall be notified prior to the construction of a new control strip.

Cross-Slope and Smoothness - The recycled pavement layer cross slope shall be checked regularly during spreading. A minimum two (2) % Cross-Slope shall be maintained through the length of the project. The recycled pavement layer shall be checked for smoothness regularly behind the paver and after rolling. The smoothness shall not vary more than one-half (1/2) in from the lower edge of a ten (10) foot straight edge placed on the surface parallel and transversely to the centerline after rolling is completed. The edge of the mat should be rolled first and progress to the center or high side to prevent excessive edge sloughing.

| Table 4 – Quality Control Testing and Inspection Criteria | | |
|---|----------------------------|--|
| Property | Method | Limit |
| RAP Maximum Particle Size | ASTM C 136 or AASHTO T27 | Section 334-2.2 |
| RAP Particle Size Distribution | ASTM C 136 or AASHTO T27 | Determined by Mix Design(s) |
| Emulsion and Water Yield | Calibrated Metering Device | Determined by Mix Design(s) |
| *Mixture Testing **Depth of Milling | Table 1 Section 334-5.7 | Table 1 Determined by Mix Design(s) |
| Compacted Density | ASTM D2950 | 96 to 98% of target density |
| Cross-Slope | FM 5-509 | Minimum 2% |
| Smoothness | FM 5-509 | Maximum 0.5 in (6 mm) deviation from planeness |
| *Mixture Testing frequency shall be at the Project Manager’s discretion | | |
| **Depth of Milling may need to be adjusted for localized unexpected pavement conditions | | |

Weather Limitations

Cold In-Place recycling operations shall be completed when the atmospheric temperature measured in the shade and away from artificial heat is 50⁰ F (10°C) and rising. Also, the weather shall not be foggy or rainy. The weather forecast shall not call for freezing temperature within 48 hours after placement of any portion of the project.

PRIME AND TACK COATS

The tack coat shall be placed in accordance with the Florida Department of Transportation

Standard specification for Road and Bridge Construction 2000 Edition Section 300.

ASPHALTIC CONCRETE

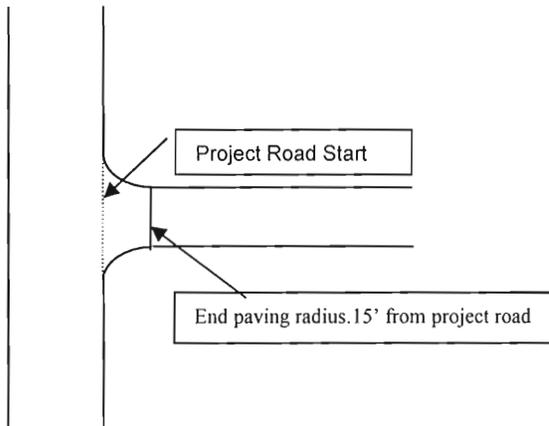
Any damage to the completed cold in place Recycled bituminous material shall be repaired by the contractor prior to the placement of the hot mix asphaltic concrete surface course. Damage unrelated to contractor construction procedures or quality of work, shall be paid for under the change order price as supplied as part of the Contractors bid.

The Contractor shall, after the proper curing time, install recycled asphaltic concrete on top of the Cold in Place Recycled Base. This shall conform to the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2000 Edition with the exception of the amount of recycled allowed. Lake County shall only allow a recycled content not to exceed thirty (30) percent.

CR 466A shall have the structural layer installed using 1 ¼ " Type SI recycled asphaltic concrete and the friction course layer shall be ¾ " Type SIII recycled asphaltic concrete.

RADIUS PAVING

The Contractor shall be required to overlay every intersecting street that intersects the project road a minimum of fifteen (15) feet back from the intersection into the intersecting street.



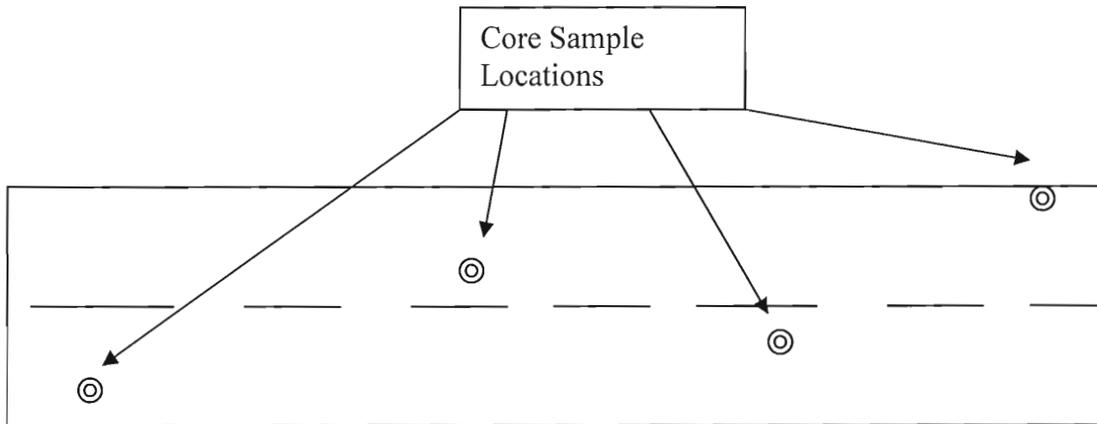
The only exception to this shall be unless it is otherwise noted in the Notice to Proceed and marked by the County with pink paint. This area is to have any existing pavement markings replaced to the specifications outlined in this bid. The Contractor shall insure that the transition between the existing and new pavement provides for a smooth ride. The cost of the radius paving shall be included in the total lump some for the project.

DRIVEWAYS

Apron or asphaltic concrete driveways transitions are to be at least one (1) foot per inch or greater to achieve a smooth transition. Apron on a concrete driveways are to also have a smooth transition. Driveways are to be swept and tacked before paving. The cost of the driveway aprons shall be considered incidental and shall be included in the unit resurfacing cost and no additional cost shall be permitted for driveways.

QUALITY INSPECTIONS

The Contractor shall be responsible for having core samples taken by an independent laboratory approved by the Project Manger. These core samples shall be taken before the friction course is applied. It is the responsibility of the Contractor to supply the Project Manager with the address and contact information of the laboratory before any resurfacing work starts. Core samples shall be taken every 1000 feet regardless of how many lanes are being resurfaced and shall be in a random pattern as indicated on the diagram below unless otherwise indicated by the Project Manager.



The results of these tests shall be sent directly from the laboratory to the Project Manager. From these samples, a determination of the average thickness of the structure coarse of pavement shall be made by the testing laboratory and shall be made by measuring the thickness of the sample and dividing it by the number of samples. If at any time the Contractor wishes to request more core samples than what the County has done, they shall do so in writing, and the cost for the additional cores shall be at the Contractors. Holes created by the core samples shall be properly filled by the Contractor by this use of cold patch asphaltic concrete or other method approved by the Project Manager may be used for filling the holes.

Please see Table 1 for the complete testing and sampling schedule

Table 1

TESTING AND SAMPLING SCHEDULE

| OPERATION | MATERIAL SPECIFICATION | TESTS | PROJECT REQUIREMENTS | TESTING FREQUENCY |
|---------------------------|--|-------------------------------|----------------------|--|
| Prime and Tack Coats | FDOT Standard Specifications: 300 Tech. Spec. 02507 | | Certification | Every Transport |
| Type S Asphaltic Concrete | FDOT Standard Specifications: 330 331 (Control Strip Required) Tech. Spec.:02512 | Job Mix Formula | Certification | Each mix design or change of aggregates |
| | | Marshall Stability | | Each mix design or change of aggregates |
| | | Extraction Gradation Analysis | | One per each day of production greater than 100 tons |
| | | Field Density | 98% Control Strip | all travel lanes of roadway every 1000 feet |
| | | Asphalt | Certification | Every Transport |
| | | Thickness | | Core every 1000 feet |

| | | | | |
|--|--|---|----------------------|---|
| Asphaltic Concrete Friction Course: FC3 | FDOT Standard Specifications: 330,331, & 337 (Control Strip Required) | Job Mix Formula | Certification | Each mix design or change of aggregates |
| | | Marshall Stability | | Each mix design or change of aggregates |
| | | Extraction Gradation Analysis | | One per each day of production greater than 100 tons |
| | | Field Density | 98% Control Strip | all travel lanes of roadway every 1000 feet |
| | | Asphalt Thickness | Certification | Every Transport |
| | | | | Core every 1000 feet |
| Concrete | FDOT Standard Specifications: 345, 350, 400, 520, & 522 Tech Spec: 02528,03200, 03250, 033300, 03350, 03370, 03410, & 03600 | Compression Strength | | One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 100 CY/day. One (1) set for each class of concrete placed each day. |
| | | Modified Proctor AASHTO T- 180, Method D | | As needed under sidewalk and driveways. |
| | | Field Density | 98% Proctor | Each driveway and every 1000 feet sidewalk. |
| | | Each class of concrete used | Certification | Each mix design or change. |
| Sodding | FDOT Standard Specification for 2007 Edition Section 575, Sodding, and Section 981 | Each type of sod used | Certification | The sod shall be free of grassy, invasive / exotic, broadleaf and sedge weeds, diseases, insects and nematodes (of injured populations). |

Density readings will be taken by an independent licensed nuclear gauge operator and witnessed by the County's Project Manager or designee. Construct at least two (2) control strips by varying the roller sequence to achieve maximum density. Compact the remaining recycled mixture to a target density of a least ninety-six (96) percent of the highest average control strip density.

DEFICIENCIES OF FINISHED BASE COURSE/ASPHALTIC CONCRETE THICKNESS

The County shall allow a deficiency in the asphaltic concrete overlay of no more than one quarter (1/4) inch.

When the deficiency in the thickness of the pavement is over one quarter (1/4) inch, but not more than three eights (3/8) inch for pavement of a specified thickness, the Project Manager shall

allow the Contractor to leave such pavement in place, but without compensation. The Project Manager shall determine the square yard area, for which it shall make no payment, by multiplying the product of the total distance between the acceptable cores by the lane width which the Contractor laid at the particular pass in which deficient thickness was indicated.

Where the deficiency in thickness is in excess of three eights (3/8) inches in specified thickness, the Contractor shall correct the deficiency. For any case of excess deficiency of the pavement, if approved by the Project Manager for each particular location, the Contractor shall correct the deficient thickness by adding new surface material, and compact it to the same density as the adjacent surface. The Project Manager shall determine the area to be corrected and the thickness of new material added as specified. Perform all overlaying and compacting at no expense to Lake County. If a deficient area is found by one or more of the core samples taken, the contractor shall be allowed to take more core samples, at there own expense, to determine the outer limits of the deficient area. These additional core samples shall not be closer that one hundred (100) foot intervals. The Contractor shall replace the full thickness as required by the Project Manager for a length extending at least 100 feet past each end of the deficient area. The minimum thickness for any repair of deficiency shall conform to the layer thickness standards listed under the asphaltic concrete section of these specifications.

Any additional cost associated with corrected deficiencies even if the repair would make the final thickness of the asphaltic concrete overlay to be in excess of the original specified thickness, shall be the responsibility of the Contactor and no additional cost shall be charged to the County.

SURFACE TOLERANCE

Check the surface smoothness transversely with acceptable templates and longitudinally with straightedges in accordance with the requirements of FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-12.3. Satisfactorily correct any surface irregularity that exceeds 1/2 inch under a template or straightedge, and that the County deems objectionable.

TRAFFIC STRIPES AND MARKINGS

It is the responsibility of the Contractor to insure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. If the striping applied is not the correct pattern, it is the Contractors responsibility to remove the markings by the method specified by the County. The Contractor would be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during the removal process, the Contractor is responsible to repair the road surface at the Contractor's expense, to the County's satisfaction.

During the construction phase of the project the Contractor shall install all Work Zone Pavement Marking prior to the removal of any traffic control devices. This striping shall be maintained by the Contractor throughout the duration of the work and shall be in place at the end of each work day. Should it not be possible for the Contractor to install work zone pavement marking, the Contractor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices, to include but not limited to, warning signs, channelizing devices, and delineation so as to indicate the required road user paths in temporary traffic control zones. If the Contractor wishes to provide traffic control in another manner they shall

submit it in writing and it shall be approved by the Project Manger before it is used.

All striping shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2007 Edition Sections 102-10.1 Work Zone Pavement Marking, Section 710 Painted Pavement Markings and Section 711 Thermoplastic Traffic Stripes and Markings. For work zone markings, ensure that the minimum retroreflectance of white and yellow pavement markings meets the requirements of Section 710-4.3 and are not less than 150 mcd/lx·m².

Lake County shall accept only water borne non-lead type paint. No Removable tape shall be allowed as part of this contract.

Do not apply pavement markings when winds are sufficient to cause spray dust.

Hand liners shall be used only for transverse pavement markings and taper or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes longer than two hundred feet unless the stripes are part of a taper or gore area or intersection lane line that cannot be installed with a truck mounted applicator.

After the paving portion of the project is completed the Contractor shall install Thermoplastic Striping to match that of pre-construction layout. This striping shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2007 Edition Section 711 Thermoplastic Traffic Stripes and Markings.

The Contractor shall self inspect to test and certify all road markings to include length, thickness, width measurement and retroreflectivity of white and yellow pavement markings in accordance with Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM-5-579, or the latest editions now in force or hereafter adopted. The Contractor shall submit the results to the County on a reporting form pre-approved by the Project Manager. The County reserves the right to verify all test results. The County's test shall be final and binding.

The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of or possibly all of the completed road using the Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify the Contractor of any deficiencies. The Contractor shall correct all deficiencies before final acceptance and payment is made.

SHOULDER REHABILITATION

The contractor shall grade and shape the roadside shoulder to provide for positive drainage (two (2) percent minimum cross slope) of the roadway while matching adjacent pavement, curb, sidewalk, and structure grades. These shoulders within this project area shall be reshaped a minimum of ten (10) feet from the edge of pavement. This reshaping/grading shall include both excavation of material to alleviate high shoulder conditions as well as backfill to eliminate any depression areas. All work needed to obtain proper grade shall be compacted to not less than 98% of maximum unit weight as determined by appropriate test method. Contractor shall supply reports showing sufficient density tests conducted by an approved independent testing laboratory not less than one every 1000 feet at six inches in depth.

All shoulders shall have a smooth surface with a tapered transition into existing adjacent grades. The back slope area into these adjacent grades shall be transitioned into the reshaped shoulder at a minimum of a 3:1 slope. Any areas that cannot be transitioned within the minimum 3:1

slope shall be brought to the attention of the Project Manager. No work shall take place to such area until approval and direction of the Project Manager is provided.

All disturbed areas within the project area shall have sod installed with the type of grass matching the adjacent area. Should no grass exist on surrounding area, Bahia sod shall be used. The top elevation of the mat of the sod shall match the top elevation of the adjacent pavement. Any sod exceeding or not meeting this elevation shall be rejected and replaced at the proper height at the contractor's expense. Sod shall be installed as the grading is completed. At no time shall the graded area be allowed to be without sod for more than twenty four (24) hours from the grading operation. Any areas left over night with no sod or any other drop off from the edge of pavement more than one (1) inch shall be clearly marked by the Contractor with lighted barricades/barrels as well as proper signage.

SOD AND GRASSES

All disturbed areas within the project area and a minimum of two (2) strips of sod laid length ways and parallel with the pavement with grass matching adjacent area. Should no grass exist on surrounding area, Bahia sod shall be used. The top elevation of the sod mat shall match the top elevation of the adjacent pavement. It shall be the Contractors responsibility to insure that the adjacent ground is at the proper grade before laying the sod. The Contractor shall either remove any high areas or supply a good soil for any low areas to achieve the proper grade. Any sod exceeding or not meeting this elevation shall be rejected and replaced at the proper height at the Contractor's expense. All sod shall be watered by the Contractor until established. Established shall be described as the root has grown into the ground on which the sod has been installed. Any dead grass shall be replaced at the Contractor's expense. At no time shall the graded area be allowed to be without sod for more than twenty four (24) hours from the grading operation. Any areas left overnight with no sod or any other form of a drop off from the edge of pavement shall be clearly marked by the Contractor with either lighted barricades.

When sod is required to be installed by the Contractor, the sod shall conform to the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2007 Edition Section 575, Sodding, and Section 981, Grassing and Sodding Materials with the exception of the type of sod shall match the existing and/or the adjacent sod next to the work area.

All sod placed on site shall come with a certification from the supplier stating that it is free from noxious or invasive weeds. A copy of this certification shall be forwarded to the Project Manager.

CORRESPONDENCE

Any and all written correspondence from the Contractor to the Project Manager can be by either U.S Mail, e-mail, or fax unless otherwise specified within this contract. Any reference to the Project Manager within in these specifications shall be any County representative that has the ability to make decisions or determinations as part of the specifications of this contract.

EMERGENCY SERVICE

Contractor shall furnish, prior to the pre-construction meeting, to Lake County a list of 24 hour emergency response phone numbers of all key personnel that will be involved with this contract. Included in this list shall be 24 hour contract phone numbers for all sub-contractors, if any performing work on this contract. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

MAINTENANCE OF TRAFFIC (MOT):

This roadway is very congested with a large amount of traffic. All proper traffic control procedures shall be strictly adhered to.

Maintenance of traffic shall be the responsibility of the Contractor, be part of the bid price, and shall conform to Section 102 of the Florida Department of Transportation (F.D.O.T.) Standard Specifications for Road and Bridge Construction 2007 edition or the most current editions of, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220.

All costs associated with MOT must be included with the Unit Price. If the Contractor does not comply with the F.H.W.A and M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the County reserves the right to direct the Contractor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor's employees throughout the work area.

EROSION CONTROL

The Contractor shall be responsible to comply with all erosion control as per FDOT Standard Specification for Road and Bridge Construction 2007 Section 104 prevention, Control, and Abatement of Erosion and Water Pollution.

UNDERGROUND UTILITIES:

Any required ground digging or subsurface work shall be done in accordance with the Florida Statute Chapter 556. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. Contractor shall notify the Project Manager.

NOTICE TO PROCEED

A signed contract shall serve as the "Notice to Proceed". NO work shall be started until a "Notice to Proceed" has been issued to the Contractor. A pre construction meeting shall take place after the award of the contract. The Contractor shall bring a schedule of work, emergency phone list, and any other items deemed necessary for this project to this meeting.

The Contractor shall have forty-five (45) calendar days to COMPLETE each project from the date of the Notice to Proceed. If the Contractor fails to have the work completed by the specified time, the County may, at its discretion, either apply liquidated damages or hire another company to complete the work as needed. Any additional cost incurred by the County because of the Contractor's failure to complete the work as assigned shall be deducted from the Contractor's invoice.

The Contractor shall contact the Project Manager within two (2) days prior to starting any job. All work, once started, shall be completed before any other work shall commence on subsequent work documents. The only exception to this occasion is when the County determines that such other work is in the best interest of the County and should be expedited.

The Contractor shall submit a schedule to the Project Manager showing the anticipated work flow. If for any reason there is a variation of the work that should have been completed as stated on the schedule, the Contractor shall contact the Project Manager by telephone, fax, or e-mail no later than 9:00 a.m. of the next business day. If the Contractor is aware of an upcoming schedule change they shall contact the Project Manager no later than 9: a.m. of that day. The Contractor shall maintain coordination with the Project Manager at all times. Either party may request and be granted a conference upon request within two (2) working days of the request.

RAIN DELAY

The Contractor shall have forty-five (45) calendar days to complete each project from the date of the Notice to Proceed. No additional days will be provided for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Project Manager immediately by telephone and also in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.

If the Contractor complies with the two (2) business days notice requirement, the Project Manager shall ascertain the facts and the extent of the delay being claimed. The Project Manager's findings of fact justify such an extension, and the Project Manager's finding of fact

shall be final and conclusive on the parties. The Contractor shall cooperate with the Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact the Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy. No extensions for delays shall be given for what has taken place on the weekends or holidays.

All items damaged as a result of Contractor or sub Contractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, etc., shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County such as but not limited to, from utility companies, landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such invoices and deduct for the Contractors invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished.

The Contractor shall notify the Project Manager immediately of any complaints given directly to the Contractor.

If the Contractor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor.

Complaints shall be addressed within 48 hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

If in the course of completing work as part of this contract there is an accident that involves the public, the Contractor shall as soon as possible inform the Project Manager of the incident by telephone. The Contractor shall follow up in writing within two (2) days of the incident. If Law Enforcement was involved and has written a report, the Contractor shall forward a copy of the report to the Project Manager.

Protect any finished portion of the base course upon which construction equipment is required to travel to prevent marring, distortion, or damage of any kind, as per FDOT Standard Specifications for Road and Bridge Construction 2004, Section 330-13. . Immediately and satisfactorily correct any such damage.

PUBLIC NOTIFICATION OF WORK

The Contractor shall be required to utilize Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670) for public notification of work.

The required Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670), shall be located at each end of the proposed work zone, unless directed otherwise by the project manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS shall display lane

closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the Portable Changeable (Variable) Message Signs shall be all inclusive the lump sum bid price.

HAZARDOUS MATERIALS

The Contractor is responsible for notifying the Project Manager of any for any chemicals that may be present on the job site prior to any work starting and providing him with a copy of the Material Safety Data Sheets (MSDS) as required by the Florida Right-to-Know-Law, as applicable. If an additional chemical is introduced during the operation, a copy of the MSDS sheet shall be supplied within 24 hours.

Any spillage of hazardous chemicals and/or wastes caused by the Contractor must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The cost of clean up of any spillage of hazardous chemicals caused by the Contractor shall the sole responsibility of the Contractor and the County shall share no responsibility with these costs. A copy of a complete report showing compliance with local, state, and federal agencies shall be given to the County.

If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.

Cold-In-Place Recycling

Location 1: CR 466/Miller (5803)



Disclaimer: This presentation is an approximate graphic representation only. Refer to drawings and areas will be marked with pink paint on the road.



LAKE COUNTY

FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: August 19, 2008

BID No. 08-0030

COLD IN PLACE RECYCLING PAVEMENT RESTORATION

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by dating and initialing in the appropriate place on Page W-3 of the ITB response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

1. Delete CR 474 from this ITB. This ITB will be for CR 466A only. See attached "Revised Bid Form". All other aspects of the ITB shall remain the same.



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 2 Date: August 19, 2008

BID No. 08-0030 COLD IN PALCE RECYCLING PAVEMENT RESTORATION

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. Respondents shall acknowledge receipt of this addendum by initialing and dating in the appropriate space on page W-3 of the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.

1. **Change-** Page B-12, item 13, last sentence.

Change the address for invoicing from: Lake County Public Works, 437 Ardice Avenue, Eustis, Florida 32726

Change the address for invoicing to: Lake County Public Works, Road Operations, 31150 Industry Drive, Tavares, Florida 32778

2. **Clarification** - Length of work to be completed is approximately 9033'. Width is approximately 24'. These measurements are approximate only, the actual scope of work area is marked in pink paint.

3. **Clarification** – “The calculated structural number the pavement section excluding stabilized subgrade is as follows:

| <u>Layer Type</u> | <u>Thickness</u> | <u>Coefficient</u> | <u>Struct. No.</u> |
|--------------------|------------------|--------------------|--------------------|
| Cold mix Recycling | 3" | .30 | .9 |
| Type S-I | 1 ¼" | .44 | .55 |
| Type S-III | ¾" | .44 | .33 |
| Limerock | 9 | .18 | 1.62 |
| Total: | | | 3.4 |

4. **Clarification** – The engineers estimate is \$602,681.76
5. **Attached** is a copy of the “Core Report” for your information.

**State of Florida Department of Transportation
PAVEMENT EVALUATION AND CONDITION DATA SHEET**

Project No.: 761-80162 Cored By: M. Cicchino / C. Payne Date: 5/14/2008 Page No.: 1 of 2
 County: Lake Highway Sect. No.: N/A From: E. of Sembler Way To: Cut off Road
 Road No.: CR 466A Begin M.P.: 0.000 End M.P.: 1.600 Length: 1.6

| Corr. No. | Dist. from 1st center of lane (ft) | Lane | Width | SP 12.5 | Pavement Layer (in) | | | | Crack | | | Crack Depth (in) | Crack Slope | Comments | | | | |
|-----------|------------------------------------|------|-------|---------|---------------------|---------|------|------------------|-----------|-----------------|------------|------------------|-------------|----------|------|-------|--------|-----|
| | | | | | Type-S | Type-II | Base | Core Length (in) | Base Type | Base Thick (in) | Depth (in) | | | | Type | Class | Extent | |
| 1 | 0+95 | 6.0 | R1 | | 1.0 | 1.6 | | 0.6 | 3.2 | L/R | 13.0 | | | F | | 2.3 | | |
| 2 | 12+48 | 7.0 | R1 | | 1.1 | 2.5 | | 0.7 | 4.3 | L/R | 5.5 | B | BL | S | III | P | 2.6 | |
| 3 | 31+95 | 2.0 | R1 | X | 1.1 | 1.5 | | 0.7 | 3.3 | L/R | 7.75 | B | BL | S | III | P | 1.0 | 2.4 |
| 4 | 32+18 | 8.0 | R1 | X | 0.7 | 0.5 | | 0.5 | 1.7 | L/R | 10.0 | B | BL | S | III | P | 1.1 | 2.7 |
| 5 | 45+98 | 6.0 | R1 | | 1.0 | 1.2 | | 0.5 | 2.7 | L/R | 10.0 | B | BL | S | III | P | | 2.3 |
| 6 | 65+23 | 2.0 | R1 | X | 1.0 | 1.6 | | 0.6 | 3.2 | L/R | 10.0 | B | BL | S | III | P | 1.2 | 2.5 |
| 7 | 63+28 | 8.0 | R1 | X | 1.5 | | | | 1.5 | L/R | 10.5 | | | | | | 0.9 | 2.4 |
| 8 | 78+25 | 6.0 | R1 | | 1.1 | 1.4 | | 0.4 | 2.9 | L/R | 10.0 | B | BL | S | III | P | | 2.6 |
| 9 | 85+93 | 6.0 | R1 | | 0.9 | 1.4 | | 0.5 | 2.8 | L/R | 10.0 | | | | | | | 2.3 |
| 10 | 81+25 | 2.0 | L1 | X | 0.9 | 1.9 | | 0.7 | 3.5 | L/R | 12.0 | | | | | | 0.8 | 2.6 |
| 11 | 70+73 | 8.0 | L1 | X | 1.1 | 2.0 | | 0.5 | 3.5 | L/R | 12.0 | | | | | | 0.8 | 2.5 |
| 12 | 54+98 | 8.0 | L1 | X | 0.9 | 1.9 | | 0.6 | 3.4 | L/R | 12.0 | B | BL | M | III | P | 0.7 | 2.5 |
| 13 | 54+93 | 3.0 | L1 | | 1.1 | 2.0 | | 0.5 | 3.6 | L/R | 12.0 | B | BL | S | III | P | 0.9 | 2.7 |
| 14 | 39+98 | 2.0 | L1 | X | 0.7 | 2.4 | | 0.6 | 3.7 | L/R | 12.0 | | | | | | | 2.4 |
| 15 | 24+03 | 8.0 | L1 | X | 0.6 | 3.0 | | 0.7 | 4.3 | L/R | 12.0 | B | BL | S | III | P | 0.8 | 2.6 |
| 16 | 24+03 | 8.0 | L1 | X | 0.9 | 2.0 | | 0.5 | 3.4 | L/R | 12.0 | | | | | | 0.7 | 2.2 |

Remarks: Begin station 0+00 is pavement change E of Sembler Way (new pavement)
 Base Type: L/R = Limerock Crack Type: BL = Block Cracking
 Crack Extent: S = Severe Cracking, M = Moderate Cracking
 Pavement Condition: F = Fair, P = Poor

REVISED 7/18/08
BID FORMS

08—0030, Cold in Place Recycling Pavement Restoration

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- Each price offered in your Bid shall be a firm-fixed, exclusive of any tax. Any Bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the Bidder has specifically agreed to this condition.
- Bidders may insert any prompt payment discount in the space provided in the signature section. If no entry is made, it will be assumed that the payment terms are to be considered as “net 30”.

By Signing This Bid the Bidder Attests and Certifies That:

1. It satisfies all legal requirements (as an entity) to do business with the County.
2. The undersigned Bidder acknowledges that award of a contract may be contingent upon a determination by the County that the Bidder has the capacity and capability to successfully perform the contract.
3. The Bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this Bid document and any contract(s) and/or other transactions required by award of this solicitation.

Both projects are to be bid separately. The Contractor may offer a discount if awarded both projects. Discounted price shall be entered in the appropriate space below.

BASE BID (as per contract documents)

(Words) SEVEN HUNDRED TWENTY SIX THOUSAND TWO HUNDRED FIFTY THREE DOLLARS
(Figures) \$ 726,253.20 AND
TWENTY CENTS

Bidder's Florida License Number: N/A

| Item Number | Item Description | Lump Sum Bid |
|-------------|------------------|----------------------|
| 1 | CR 466A | \$ <u>726,253.20</u> |

BID FORMS

08—0030, Cold in Place Recycling Pavement Restoration

The following is a list of items to be completed for the purpose of conducting Change Orders Only.

- | | |
|---|--------------------------------|
| 1. Cold in Place Recycling | \$ <u>12.25</u> per yard |
| 2. Type SI Recycled installed 1 1/4" | \$ <u>8.05</u> per yard |
| 3. Type SIII recycled installed 3/4" | \$ <u>5.65</u> per yard |
| 4. Shoulder restoration | \$ <u>3.60</u> per linear foot |
| 5. Erosion control | \$ <u>0.66</u> per linear foot |
| 6. Six inch (6") Work zone striping | \$ <u>0.26</u> per linear foot |
| 7. Eight inch (8") Thermoplastic striping | \$ <u>1.08</u> per linear foot |

| | | | |
|---|--|-----------------------|----------------------------------|
| General Bidder Information and Proposal Signature: | | | |
| Firm Name: | <u>E. J. BRENEMAN, L.P.</u> | | |
| Street Address: | <u>1117 SNYDER ROAD, WEST LAWN, PA 19609</u> | | |
| Mailing Address (if different): | _____ | | |
| Telephone No.: | <u>610-678-1913</u> | Fax No.: | <u>610-678-9691</u> |
| | | E-mail: | <u>jdemartino@ejbreneman.com</u> |
| FEIN No. | <u>23 - 0430672</u> | Prompt Payment Terms: | <u>0%</u> <u>0</u> days, net |
| Signature: | <u>BY: DEMARTINO CO., LLC, GENERAL PARTNER</u> | | Date: <u>JULY 18, 2008</u> |
| Print Name: | <u>JOHN M. DEMARTINO</u> | Title: | <u>PRESIDENT</u> |

The undersigned further agrees to execute the Contract within ten (10) calendar days after receipt of notice of award, and within the time frame of Division X.

The undersigned further agrees to bear the full cost of maintaining all work until the final acceptance.

The undersigned further declares that his Bid is based on specifications as modified by the following Addenda:

Addendum No. 1 Dated 7/18/08 Addendum No. _____ Dated _____
Addendum No. 2 Dated 7/24/08 Addendum No. _____ Dated _____

The undersigned Contractor's address and principal place of business is

If Contractor is a corporation list the names, titles, and business addresses of its President, Secretary and Treasurer: N/A

1. PRESIDENT _____ Address
(Name)

2. SECRETARY _____ Address
(Name)

3. TREASURER _____ Address
(Name)

Said corporation is qualified to do business in the State of Florida.

Corporate Name

By: _____
President

CORPORATE SEAL

or Qualifying Agent

Contractor's Registration or Certification No.

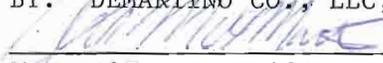
If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

- 1. SEE ATTACHED Address _____
(Name)
- 2. _____ Address _____
(Name)
- 3. _____ Address _____
(Name)

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

E.J. BRENEMAN, L.P. (Company Name).

BY: DEMARTINO CO., LLC, GENERAL PARTNER

By: 
Name of Firm or Qualifying Agent
JOHN M. DEMARTINO, PRESIDENT

N/A FOR HIGHWAY CONSTRUCTION
Contractor's Registration or Certification No.

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The Contractor shall consider the geotechnical data available from the County, if any, the Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment to the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

| Trench Safety Measure (Description) | Units of Measure (LF, SF) | Unit (Quantity) | Unit Cost | Extended Cost |
|-------------------------------------|---------------------------|------------------|----------------|---------------|
| A. | | | | |
| B. | | | | |
| C. | THE | RECYCLING | PROCESS | |
| D. | DOES | NOT | INVOLVE | |
| E. | TRENCHING | OF | ANY | KIND. |
| F. | | | | |

For Information Only, Not for Payment Purposes \$_____

Bidder may use additional sheets as necessary to extend this form.

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

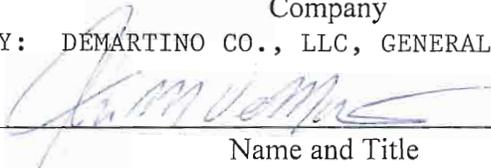
E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor's obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the County, if necessary, to comply with the Act (except as may otherwise be provided).

F. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representative has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

E.J. BRENEMAN, L.P.

Company

BY: DEMARTINO CO., LLC, GENERAL PARTNER



Name and Title

JOHN M. DEMARTINO, PRESIDENT

Address:

1117 SNYDER ROAD

WEST LAWN, PA 19609

Telephone: (610) 678-1913

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we E. J. Breneman L.P., 1117 Snyder Road, West Lawn, PA 19609
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Western Surety Company, CNA Plaza, Chicago, IL 60685
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of South Dakota

as Surety, hereinafter called the Surety, are held and firmly bound unto LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
416 WEST MAIN STREET, TAVARES, FL 32278
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of ~~---FIVE---~~ Percent of Bid (-5%) Dollars,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for PROCUREMENT SERVICES BID NO. 08-0030, COLD IN PLACE RECYCLING FOR CR 466A AND CR 474
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

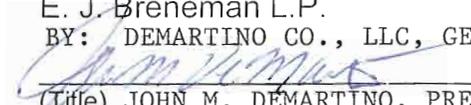
Signed and sealed this 18~~th~~ day of JULY 2008



JARMILA WILLIAMS, (Witness)
ESTIMATOR



Kelli Prince Miller (Witness)

E. J. Breneman L.P.
BY: 

(Title) JOHN M. DEMARTINO, PRESIDENT

Western Surety Company


Michael S. Malinowski/Attorney-In-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Timothy E Koenig, Jon K Miles, Anthony Garro, Ellen Hafer, Sandra L Readinger, Michael S Malinowski, Individually

of Wyomissing, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of February, 2008

WESTERN SURETY COMPANY



Paul T. Bruffat

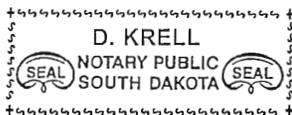
Paul T. Bruffat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of February, 2008, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of JULY, 2008.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

DIVISION X

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Lake County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and E.J. Breneman, L.P., a foreign limited partnership, authorized to do business in the State of Florida, with principal place of business located at 1117 Snyder Road, West Lawn, PA 19609, hereinafter designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum of Seven Hundred Twenty-Six Thousand Two Hundred Fifty Three Dollars and twenty cents (\$726,253.20) to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

A. THE CONTRACTOR AGREES:

1. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the work contemplated under BID NO.08-0030, COLD IN PLACE RECYCLING PAVEMENT RESTORATION, Lake County, Florida, to comply with the applicable standards, and to perform all work in strict accordance with the terms of the Contract Documents, defined in Section D of this Agreement.

2. To commence work under this contract with an adequate force and equipment upon receipt of this signed contract which shall serve as the "Notice to Proceed" and to fully complete all necessary work under the same within not more than forty-five (45) consecutive calendar days for each project. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the project shall be the thirtieth (30th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the work of this contract is of the essence.

3. That upon failure to complete all work within the time provided for as stated above, the Contractor shall pay to the County such sums as shall be determined in accordance with the Liquidated Damages provision of this contract, and the payment of such sum shall be secured as provided for therein.

4. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering work under this contract, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this contract.

5. To procure and maintain all insurance as required by the Instructions to Bidders.

6. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Division P of the Contract Documents.

7. To permit any representative(s) of the COUNTY, at all reasonable times, to inspect the work in progress or any of the materials used or to be used in connection therewith, whether such work is located on or off the project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Engineer, for the conducting of such inspections and tests as he may require.

8. Unless otherwise provided in the special provisions, conditions and specifications, to assume liability for all damage to work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

9. No subcontract or transfer of contract shall in any case release either the Contractor or his surety of any liability under the contract and bonds. The County reserves the right to reject any subcontractors or equipment.

10. The Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, including any joint negligence of the County, except only such injury or damage as shall negligence of the County, except only such injury or damage as shall have been occasioned by the sole negligence of the County; and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary, may be retained by the County or, in case no money is due, his surety shall be held until such suits, actions or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the County. The County and the Contractor agree the first \$100.00 of the Contract amount paid by the County to the Contractor shall be given as separate consideration for this indemnification, and any other indemnification of the County by the Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by the Contractor by the Contractor's execution of the Agreement.

The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against him or any subcontractor in connection with this Contract; and his bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.

B. THE COUNTY AGREES:

To pay to the Contractor the contract price hereinabove specified, as follows:

If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments, not more frequently than once a month, on this contract as the work progresses, based upon estimates of the amount of work done less payments previously made. In each case 10% of each progress payment shall be withheld as retainage until 50% completion of the project. After 50% completion of the project, the County shall withhold 5% of each subsequent progress payment. Payment of retainage shall be as set forth in Section 218.735, Florida Statutes (2005). Neither progress payment nor partial or entire use or occupancy of the project by the County shall constitute an acceptance of work not in accordance with the Contract Documents.

The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of work done or completed at that time.

C. IT IS MUTUALLY AGREED:

1. That no change, alteration, amendment, payment for extra work or agreement to pay for same, shall be binding upon the County until its Engineer has approved the same, and until the same shall be properly approved in accordance with Board policy.

2. That the Engineer shall represent the County insofar as prosecution of the work, and interpretation of the plans and specifications are concerned, and that no payments shall be made by the County under this contract except upon the certificate of the Engineer.

3. This Contract shall be interpreted under and its performance governed by the laws of the State of Florida.

4. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce

each and every such provision.

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

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

D. The following named Documents, which shall be referred to as the "Contract Documents," are by reference hereby incorporated into this contract:

| | | |
|----------|----|--|
| DIVISION | A | Instructions to Bidders |
| DIVISION | B | General Conditions |
| DIVISION | J | Cold in Place Recycling Specifications |
| ADDENDUM | #1 | |
| ADDENDUM | #2 | |
| DIVISION | W | Proposal and Bid |
| DIVISION | Y | Performance Bond Payment Bond |
| DIVISION | Z | Affidavit by General Contractor |
| APPENDIX | A1 | "Sample Change Order" |

E. Notices.

1. All notices, demands, or other writings required to be given or made or sent in this Contract, or which may be given or made or sent, by either party to the

other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

County
County Manager
P. O. Box 7800
315 West Main Street
Tavares, Florida 32778-7800

Contractor
E.J. Breneman, L.P.
1117 Snyder Road
West Lawn, PA 19609

CC: John Bringard, Public Works Attention: John M. Demartino

2. All notices required, or which may be given hereunder, shall be considered properly given if (a) personally delivered, (b) sent by certified United States mail, return receipt requested, or (c) sent by Federal Express or other equivalent overnight letter delivery company.

3. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight letter delivery company, the date the notice was picked up by the overnight letter delivery company.

4. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designed for the filing of notice hereunder.

F. This contract shall be binding upon, and shall insure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

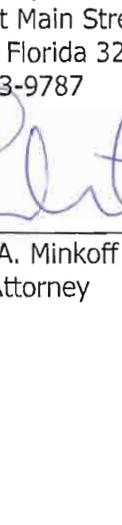
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

LAKE COUNTY acting by and through its Board of County Commissioners

E.J. Breneman, L.P.
BY: DEMARTINO CO., LLC, GENERAL PARTNER



Welton G. Cadwell, Chairman



John M. Demartino, President

This 16th day of September, 2008.

This 27TH day of AUGUST, 2008.

ATTEST:

WITNESS/ ATTEST:



Rexella Jandrew



Neil Kelly, Clerk of the Board of County Commissioners of Lake County, Florida

Print Name: REXELLA JANDREW
Title: CONTRACT ADMINISTRATOR
***~~CORPORATE~~ SEAL ***
PARTNERSHIP

OR

Approved as to form and legality by County Attorney for Lake County, Florida
Lake County Administration Building
315 West Main Street
Tavares, Florida 32778
(352) 343-9787

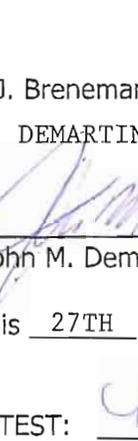
WITNESSES:

Print Name: _____

Print Name: _____

Business Address: _____

Contractor's Reg. or Cert. No.



Sanford A. Minkoff
County Attorney

DIVISION Z

AFFIDAVIT OF RELEASE AND GUARANTEE

COUNTY OF LAKE
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____ after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from the Contract, BID No.08-0030, COLD IN PLACE RECYCLING PAVEMENT RESTORATION FOR CR 466A AND CR 474 for which the County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, materialmen, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Lake County, relating in any way to the performance or payment of the above-numbered Contract, for the period from the date of execution of the Contract through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered contract, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)
STATE OF FLORIDA)
COUNTY OF LAKE)

The forgoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me and/or has produced _____ as identification.

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

**APPENDIX A1
SAMPLE CHANGE ORDER**

Contract Change Order

**Lake County
Department of Public Works
123 N. Sinclair Avenue
Tavares, FL 32778**

Date: _____
Project No.: _____
Location: _____
Contract No. _____
Change Order No. _____

To: (Contractor)

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FOR THE AGREEMENT, PLANS AND SPECIFICATIONS

| ITEM NO. | DESCRIPTION IN CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC. | DECREASE IN CONTRACT PRICE | INCREASE IN CONTRACT PRICE |
|----------|---|----------------------------|----------------------------|
| | <p align="center">- PER ATTACHED EXHIBIT "A" -</p> <p>Change in contract price due to change order: Total Decrease Total Increase Difference Net (Increase)(Decrease)Contract Price</p> | | |

The sum of \$ _____ is hereby (added to) (deducted from) the total agreement price, and the total adjusted agreement price to date thereby is \$ _____.

This document shall become an amendment to the agreement and all other provisions of the agreement shall apply hereto.

Recommended by: _____
(type name)

Date: _____

Accepted by: _____
(type name)

Date: _____

Approved by: _____
(type name)

Date: _____

To be paid from _____