THIS FORM ISSUED TO:

ART WALKER CONSTRUCTION, INC.

VOID IF USED BY ANY OTHER CONTRACTOR

BID NO. 08-0031

BIDDING DOCUMENT

LAKE COUNTY
FLORIDA

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

FOR

ROADWAY CONSTRUCTION

To accompany The Florida Department of Transportation "STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION," 2000, the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2004 and Florida Department of Transportation "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition) for:

Plans Prepared by: GPI Southeast Inc.

Design Division Contact: Tony Quattrocki, P.E., Lake County Public Works

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

This Notice to be issued if a Non-Mandatory Pre Bid Conference is to be held.

NON-MANDATORY PRE-BID CONFERENCE NOTICE

Bid No. 08-0031

#2824 DEWEY ROBBINS ROAD "PART" AND #2625 SOUTH DEWEY ROBBINS ROAD "PART"
PAVING PROJECT NO. 2008-07

In Lake County, Florida

Non-Mandatory Pre-Bid Conference

THE ATTENTION OF PROSPECTIVE BIDDERS IS DIRECTED TO THE NON-MANDATORY PRE-BID CONFERENCE TO BE CONDUCTED AT THE DATE, TIME AND PLACE INDICATED BELOW:

DATE: July 31, 2008
TIME: 11:00 AM

Department of Public Works
437 Ardice Avenue
Eustis, FL 32726

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

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 Plans or other Contract Documents, issued by the Engineer 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 Engineer 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 Engineer 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.

Engineer – 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 Engineer, 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 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.

Scope of Work – The general intent of the work to be accomplished as defined by the project plans and specifications.

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 FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2004, 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 contact. 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 10:00 AM on August 14, 2008 for the furnishing of all services, labor, materials and equipment for the construction of the following project:

BID NO. 08-0031

#2824 DEWEY ROBBINS ROAD "PART" AND #2625 SOUTH DEWEY ROBBINS ROAD "PART" PAVING PROJECT NO. 2008-07

B. This project is located off US-27 south of Leesburg and is approximately 7,725' +/- in length. The construction shall consist of building 24' in width roadways from Turkey Lake Road to East Dewey Robbins Road using 12" Type B stabilized subbase (40 LBR, 98% compaction), 8" limerock (two lifts, 98% compaction), prime and sanded, and 2" minimum type S-III asphaltic concrete (two lifts). Other work shall include the construction of swales, ditch blocks, installation of stormpipe, driveway construction, roadway signs, thermoplastic striping and other miscellaneous incidental construction.

C. Plans, specifications and bid forms may be obtained from the Department of Public Works, 437 Ardice Avenue, Eustis, FL 32726. Mail requests should be addressed to the Department of Public Works, Map Sales Office, 437 Ardice Avenue, Eustis, FL 32726. A charge of $50.00 will be made for each set. Please note that postage will be charged for all plans and specifications sent by mail. NO REFUND WILL BE MADE FOR ANY OF THE ABOVE SETS.

D. Bids shall be enclosed in a sealed envelope clearly marked "SEALED BID FOR PROCUREMENT SERVICES BID NO. 08-0031, #2824 DEWEY ROBBINS ROAD "PART" AND #2625 SOUTH DEWEY ROBBINS ROAD "PART" PAVING PROJECT NO. 2008-07" 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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 Guarantee acceptable to the County Attorney, which shall be one of the following; a certified check, cashier's check, trust company treasurer's check, bank draft of any national or state bank or bid bond, in the sum of five percent (5%) of the base bid and made payable to Lake County. Said check, draft or 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 County Director of Public Works 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 and maintain all other 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.

4. All County permit fees shall be waived or paid by the County.

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 Engineer 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 Engineer 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

The Contract will be awarded for the entire work on the Base Bid plus any accepted options 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. Lake County reserves the right to award any and all options as part of this contract. County will provide written notice of award to the Contractor.

14. NOTICE TO PROCEED TO CONTRACTOR

After all contract documents are signed and approved, a Notice to Proceed will be issued which shall include the commencement date. The Contractor shall be required to set up a pre-construction conference 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.

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 Engineer. 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 Engineer, 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 Engineer's 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 Engineer, 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 Engineer may take action as prescribed below.

2. Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Engineer 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 Engineer. Should the Contractor fail to remove such person or persons the Engineer 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 Engineer 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 Engineer 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 Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer 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 Engineer, 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 Engineer or his representative, and the Contractor shall furnish the Engineer 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 Engineer 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 Engineer 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 AND ENGINEER'S ASSISTANTS

A. All work shall be done in accordance with the Contract Documents.

B. It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, 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.

C. The County retains the right to inspect all work to verify compliance with the Contract Documents. The Engineer may appoint such assistants and representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

D. The assistants and representatives 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 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 Inspector or other assistant shall in no way lessen the responsibility of the Contractor.

E. Failure of the Engineer to Reject Work During Construction:

If, during or prior to construction operations, the Engineer 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.

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 Engineer 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 Engineer shall ascertain the facts and the extent of the delay being claimed. The Engineer's findings of fact justify such an extension, and the Engineer's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Engineer'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 Engineer. Request for permission to work must be received by the Engineer 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 Engineer. 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:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$674
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 Engineer 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 Engineer. If the Contractor disagrees with the Engineer'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 Engineer 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 Engineer 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 Engineer 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. Written supporting data shall be submitted to the Engineer. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The Engineer shall make a determination on the claim within fifteen (15) business days of receipt of the claim and shall communicate said determination to the County and 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. All work completed under the terms of this contract shall be measured according to United States Standard Measures.

B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

C. In the measurement of items to be paid for on the basis of area of finished work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the plans, the station-to-station dimensions actually constructed within the limits designated by the Engineer, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Engineer. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished work as determined and authorized by the Engineer.

D. 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 on the plans, except when such work is performed upon instructions of the Engineer.

E. 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.

F. 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.

G. 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.

H. 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 Engineer. 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.

I. 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 Engineer 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

Monthly progress payments will be made to the Contractor. 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).

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 Engineer will make the final inspection.

B. Maintenance of Work

The Contractor shall maintain all work in first-class condition until final inspection is completed and accepted by the Engineer. 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 Engineer, 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. Termination of Contractor's Responsibility

The contract will be considered complete when all work has been completed and has been accepted by the Engineer. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

F. 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 Engineer. 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 Engineer 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 Engineer, 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.

The Geotechnical Report dated May 4, 2007, as prepared by BPC Group are attached to this bidding document.

Lake County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

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 Engineer. 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 Engineer 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 Engineer 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 Engineer, 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 Engineer 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 Engineer. 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 Engineer a Construction Progress Schedule in a form satisfactory to the Engineer

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 Engineer, 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.

2. For lump sum contracts the Contractor shall also furnish the Engineer 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 Engineer'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 Engineer.

5. The Contractor is to furnish the Engineer 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 Engineer a copy of the Stormwater Pollution Prevention Plan (SWPPP).

B. Shop Drawings/Working Drawings

1. Four (4) complete sets of detailed shop or working drawings shall be furnished by the prime Contractor to the Engineer for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections, and temporary connections for precasting.

2. All shop, working and erection drawings prepared by the Contractor or his subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission to the Engineer for review by the Engineer of Record. By approving and submitting shop or working drawings, the Contractor represents that he has verified work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

   The Contractor shall indicate on the working, shop and erection drawings all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.

3. Submittals shall be made to the Engineer and will be distributed to the appropriate Design Engineer of Record by the Engineer. The Contractor shall identify each submittal by contract number and title on the form provided by the Engineer. All

submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Engineer or Design Engineer of Record, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.

4. Prior to receipt of the reviewed shop or working drawings from the County, work done or materials ordered for items covered by the drawings shall be done at the Contractor's risk.

5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop drawings review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Engineer and shall be completed on the day the Engineer transmits reviewed drawings to the Contractor.

6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Design Engineer of Record for routine work. For more complex work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:

   a. Contractor submittals of alternative design features or modifications to the original design.

   b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

C. 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 Engineer, prior to commencing such use.

D. 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 Engineer.

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 Engineer 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 Engineer 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 Engineer 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. DRAINAGE AND EROSION CONTROL

The Contractor shall so conduct his operations and maintain the work in such condition that adequate drainage and erosion control will be in effect at all times.

25. STANDARD SPECIFICATIONS

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2000, Divisions II & III, hereinafter referred to as "Standard Specifications," except as amended under this Contract. Certain provisions of Division I of the "Standard Specifications" will be incorporated by specific reference; those not so incorporated are a part of this contract.

26. 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.

27. 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.

28. LABORATORY TESTING

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

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 indicted in the specifications.

B. In the event the Engineer 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 Engineer 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. GUARANTEE

All work shall be guaranteed for eighteen (18) months after completion and acceptance of the work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the Owner under the laws of the State of Florida.

31. WARRANTY

The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Division W

BID FORM

Art Walker Construction, Inc.
COMPANY NAME

NOTE: BIDDER SHALL SUBMIT BID IN DUPLICATE ON FORM PROVIDED HEREIN.

BID

OF

Art Walker Construction, Inc.
(Name)

P.O. Box 267 Lowell, FL 32663
(Address)

(352) 629-1466
(Phone No.)

FOR

BID NO. 08-0031

#2824 DEWEY ROBBINS ROAD "PART" AND #2625 SOUTH DEWEY ROBBINS ROAD "PART"
PAVING PROJECT NO. 2008-07

Lake County, Florida

Submitted August 14, 2008

TO THE COUNTY OF LAKE, FLORIDA:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this Bid is made without collusion with any person, firm or corporation, and we have carefully and to our full satisfaction examined the Special Provisions and form of Contract and Bond, together with the approved Plans and Specifications for the above described project, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans and Specifications, and the requirements under them of the Engineer, within thetime limit specified in this Bid for the following unit values, to-wit:

BID FORM - TABULATION OF ESTIMATED QUANTITIES

#2824 Dewey Robbins Road "Part" and #2625 South Dewey Robbins Road "Part" Paving
Project No. 2008-07 Bid No. 08-0031

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
1	MOBILIZATION	LS	$ 14100.00 DK	1	$ 14100.00 DK
2	TRAFFIC CONTROL	LS	$ 14,165.00	1	$ 14,165.00
3	CLEAR & GRUB	LS	$ 10,000.00	1	$ 10,000.00
4	EXCAVATION CUT	CY	N/A		N/A
5	EXCAVATION FILL	CY	N/A		N/A
6	GRADING/FINAL DRESSING	LS	$ 44,011.00	1	$ 44,011.00
7	12" STABILIZED SUBBASE (40 LBR)	SY	$ 0.80	24,005	$ 19,204.00
8	8" LIMEROCK BASE	SY	$ 7.00	22,227	$ 155,589.00
9	6" STABILIZED SHOULDER (40 LBR)	SY	$ 0.25	10,300	$ 2,575.00
10	2" MINIMUM TYPE S-III ASPHALTIC CONCRETE	SY	$ 12.00	21,338	$ 256,056.00
11	PRIME & SAND	SY	$ 0.45	24,632	$ 11,084.40
12	TACK COAT	SY	$ 0.22	21,338	$ 4,694.36
13	10' ASPHALT DRIVEWAY	SY	$ 15.00	330	$ 4,950.00
14	20' ASPHALT DRIVEWAY	SY	$ 15.00	1139	$ 17,085.00
15	10' CONCRETE DRIVEWAY	SY	N/A		N/A
16	20' CONCRETE DRIVEWAY	SY	N/A		N/A
17	18" RCP	LF	$ 45.00	51	$ 2,295.00
18	18" MES	EA	$ 475.00	2	$ 950.00
19	PIPE REMOVAL	LS	FREE	1	FREE
20	SILT FENCE	LS	$ 9,600.00	1	$ 9,600.00
21	SWALE CHECKS	EA	$ 25.00	124	$ 3,100.00
22	SODDING	SY	$ 1.65	31,500	$ 51,975.00
23	ROADWAY SIGNS (PERMANENT)	LS	$ 2,822.00	1	$ 2,822.00
24	PAVEMENT MARKINGS (THERMOPLASTIC)	LS	$ 27,983.00	1	$ 27,983.00
25	TESTING	LS	$ 5,430.00	1	$ 5,430.00
26	SURVEY / LAYOUT	LS	$ 8,665.00	1	$ 8,665.00
	CONTINUED ON NEXT PAGE				

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	AMOUNT
27	PAYMENT/PERFORMANCE BOND	LS	$ 5,550.00	1	$ 5,550.00
28	NPDES PERMIT	LS	$ 750.00	1	$ 750.00
29	EROSION CONTROL	LS	$ 2,500.00	1	$ 2,500.00
30	FENCE REMOVAL / RELOCATION	LS	$ 5,130.00	1	$ 5,130.00
31	PORTABLE TOILETS	LS	$ 600.24	1	$ 600.24
32	30' ASPHALT DRIVEWAY	SY	$ 15.00	936	$ 14,040.00
33					
34					
35					
Total Lump Sum Bid (Figures):				DK	694904.00 ~~$697,304.00~~
Total Lump Sum Bid (Words):					**SIX HUNDRED NINETY ~~SEVEN~~ four THOUSAND ~~THREE~~ NINE HUNDRED FOUR DOLLARS AND NO CENTS**
Number of Calendar Days to Complete:					**180**

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 8/5/2008 Addendum No._____ Dated
Addendum No. 2 Dated 8/11/2008 Addendum No._____ Dated
Addendum No._____ Dated_____ Addendum No._____ Dated

The undersigned Contractor's address and principal place of business is
2889 NW 63rd Street Ocala, FL 34475

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

1. PRESIDENT Art Walker ADDRESS P.O. Box 267 Lowell, FL 32663
(Name)

2. SECRETARY Tarrah Walker ADDRESS P.O. Box 267 Lowell, FL 32663
(Name)

3. TREASURER Helen Walker ADDRESS P.O. Box 267 Lowell, FL 32663
(Name)

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

Art Walker Construction, Inc.
Corporate Name

By: David Harrell Vice President

CORPORATE SEAL

or Qualifying Agent

QB0009901
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. _____ 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 _____ (Company Name).

By: _____
Name of Firm or Qualifying Agent

_____
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. Slope Per OSHA	LF	51	1.00	51.00
B.				
C.				
D.				
E.				
F.				

For Information Only, Not for Payment Purposes $ 51.00

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.

Art Walker Construction, Inc
Company

David Harrell, Vice President
Name and Title

Address:

P.O. Box 267

Lowell, FL 32663

Telephone: (352) 629-1466

This page to be used if permits are required.

DIVISION P

PERMITS

BID No. 08-0031

PERMIT INDEX

AGENCY	PERMIT NO.	PAGE NO. (s)
SJRWMD	42-069-109724-2	P-2 through P-10

St. Johns River
Water Management District
Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

RECEIVED
JUN 18 2007
Public Works
Department

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

REGULATION OF STORMWATER MANAGEMENT SYSTEMS

CHAPTER 40C-42, F.A.C.

PERMIT NO. 42-069-109724-2 **DATE ISSUED:** June 15, 2007
A PERMIT AUTHORIZING:

Modification and operation of a Stormwater Management System with stormwater treatment by best management practices and swales with ditch blocks for the Turkey Lake Rd, Dewey Robbins Rd, South Dewey Robbins Rd, and Citrus Valley Rd Paving Project, a 27.00-acre project to be constructed as per plans received by the District on May 18, 2007.

LOCATION:

Section(s):	36 1, 2	Township(s):	20S 21S	Range(s):	25E 25E

Lake County

Lake County Dept Of Public Works
437 Ardice Avenue
Eustis, FL 32726

This document shall serve as the formal permit for construction and operation of stormwater management system in accordance with Chapter 40C-42, F.A.C., issued by the staff of the St. Johns River Water Management District on June 15, 2007. This permit is subject to the standard limiting conditions and other special conditions approved by the staff. These conditions are enclosed.

This permit is a legal document and should be kept with your other important records. The permit requires the submittal of an As-built certification and may require submittal of other documents. All information provided in compliance with permit conditions should be submitted to the District office from which the permit was issued. An As-built certification form is attached. Complete this form within 30 days of completion of construction of the permitted system, including all site work.

Upon receipt of the As-built certification, staff will inspect the project site. Once the project is found to be in compliance with all permit requirements, the permit may be converted to its operation phase and responsibility transferred to the operation and maintenance entity in accordance with Chapter 40C-42.028, F.A.C.

GOVERNING BOARD
David G. Graham, CHAIRMAN JACKSONVILLE
John G. Sowinski, VICE CHAIRMAN ORLANDO
Ann T. Moore, SECRETARY BUNNELL
Duane L. Ottenstroer, TREASURER JACKSONVILLE
R. Clay Albright OCALA
Susan N. Hughes PONTE VEDRA
William W. Kerr MELBOURNE BEACH
Ometrias D. Long APOPKA
W. Leonard Wood FERNANDINA BEACH

Permit issuance does not relieve you from the responsibility for obtaining permits from any federal, state, and/or local agencies asserting concurrent jurisdiction over this work. Please note that if dewatering is to occur during any phase of construction or thereafter and the surface water pump(s), wells, or facilities are capable of withdrawing one million gallons of water per day or more, or an average of 100,000 gallons per day or more over a year, and any discharge is to be off-site, you must apply for and obtain a Consumptive Use Permit (40C-2) from the District prior to starting the dewatering. Please contact the District if you need additional information or application materials.

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part thereof.

This permit does not convey to permittee any property rights nor any rights of privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified, or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation, and if this office can be of any further assistance to you, please do not hesitate to contact us.

David Dewey, Service Center Director - Altamonte Springs

Department of Water Resources

Enclosures: As-built Certification Form
Exhibit A

cc: District Permit File

Consultant: Berryman & Heingar
1221 W. Colonial Dr, Ste. 300
Orlando, FL 32804

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 42-069-109724-2
LAKE COUNTY DEPT OF PUBLIC WORKS
DATED JUNE 15, 2007

1. This permit for construction will expire five years from the date of issuance unless otherwise specified by a special condition of the permit.

2. Permittee must obtain a permit from the District prior to beginning construction of subsequent phases or any other work associated with this project not specifically authorized by this permit.

3. Before any offsite discharge from the stormwater management system occurs, the retention and detention storage must be excavated to rough grade prior to building construction or placement of impervious surface within the area served by those systems. Adequate measures must be taken to prevent siltation of these treatment systems and control structures during construction or siltation must be removed prior to final grading and stabilization.

4. The permittee must maintain a copy of this permit complete with all conditions, attachments, exhibits, and permit modification in good condition at the construction site. The complete permit must be available for review upon request by District representatives. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

5. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall be considered a violation of this permit.

6. District authorized staff, upon proper identification, must be granted permission to enter, inspect and observe the system to insure conformity with the plans and specifications approved by the permit.

7. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are hereby incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specification in chapter 6 of the Florida Land Development Manual: A guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

8. If the permitted system was designed by a registered professional, within 30 days after completion of the stormwater system, the permittee must submit to the District the following: District Form No. 40C-1.181(13) (As built Certification By a Registered Professional), signed and sealed by an appropriated professional registered in the State of Florida, and two (2) sets of "As Built" drawings when a) required by a special condition of this permit, b) the professional uses "As Built" drawings to support the As

Built Certification, or c) when the completed system substantially differs from permitted plans. This submittal will serve to notify the District staff that the system is ready for inspection and approval.

9. If the permitted system was not designed by a registered professional, within 30 days after completion of the stormwater system, the permittee must submit to the District the following: District Form No. 40C-1.181(14) (As built Certification), signed by the permittee and two (2) sets of "As Built" drawings when required by a special condition of this permit, or when the completed system substantially differs from permitted plans. This submittal will serve to notify the District staff that the system is ready for inspection and approval.

10. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days before the construction activity in that portion of the site has temporarily or permanently ceased.

11. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the Changes prior to implementation so that a determination can be made whether a permit modification is required.

12. Within thirty (30) days after sale or conveyance of the permitted stormwater management system or the real property on which the system is located, the owner in whose name the permit was granted shall notify the District of such change of ownership. Transfer of the permit shall be in accordance with the provisions of section 40C-612, F.A.C. All terms and conditions of this permit shall be binding upon the transferee. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

13. The stormwater management system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure. The system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the stormwater management system to a local government or other responsible entity.

14. The operation phase of the permit shall not become effective until the requirements of Condition No. 8 or 9 have been met, the district determines that the system complies with the permitted plans, and the entity approved by the District in accordance with section 40C-42.027, F.A.C., accepts responsibility for operation and maintenance of the system. The permit cannot be transferred to such an approved, responsible operation and maintenance entity until the requirements of section 40C-42.028, F.A.C., are met, and the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District in accordance with section 40C-42.028, F.A.C., the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to subsection 40C-42.028 (4) F.A.C., the permittee shall be liable for compliance with the terms of the permit.

15. Prior to lot or unit sales, or upon completion of construction of the system, whichever occurs first, the District must receive the final operation and maintenance document(s) approved by the District and recorded, if the latter is appropriate. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity, Failure to submit the

appropriate final document will result in the permittee remaining personally liable for carrying out maintenance and operation of the permitted system.

16. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40C-42.028, F.A.C.

17. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

18. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

19. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 5 below. Mediation pursuant to Section 120.573, Florida Statutes, is not available.

2. If the Governing Board takes action that substantially differs from the notice of District decision, a person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the District, but this request for administrative hearing shall only address the substantial deviation. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) at the office of the District Clerk at the mail/street address or email address described in paragraph no. 1 above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of final District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of final District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. Mediation pursuant to Section 120.573, Florida Statutes, is not available.

3. A person whose substantial interests are or may be affected has the right to a formal administrative hearing pursuant to Sections 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must also comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.

4. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

5. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida. Petitions received by the District Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.

6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).

7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.

8. A person with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of their property, has the right to, within 30 days of receipt of the notice of District decision regarding a permit application, apply for a special magistrate proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the Office of the District Clerk located at District Headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, FL 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes. Requests for relief received by the District Clerk after 5:00 p.m., or on a Saturday, Sunday, or legal holiday, shall be deemed filed as of 8:00 a.m. on the next regular District business day.

9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph nos. 1 or 2 above. (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph nos. 1 or 2 above waives the right to a special magistrate proceeding. (Subsection 70.51(10)(b), Florida Statutes).

10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special magistrate proceeding. (Subsection 70.51(3), Florida Statutes).

Notice Of Rights

11. Any person whose substantial interests are or may be affected who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of rendering of the final District action, (Section 373.617, Florida Statutes).

12. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.

13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Florida Department of Environmental Protection and any person named in the order within 20 days of the rendering of the District order.

14. A District action is considered rendered, as referred to in paragraph nos. 11, 12, and 13 above, after it is signed on behalf of the District, and is filed by the District Clerk.

15. Failure to observe the relevant time frames for filing a petition for judicial review as described in paragraph nos. 11 and 12 above, or for Commission review as described in paragraph no. 13 above, will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

Lake County Dept Of Public Works
437 Ardice Avenue
Eustis, FL 32726

At 4:00 p.m. this 15th day of June, 2007.

Gloria Lewis

Division of Permit Data Services
Gloria Lewis, Director

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(386) 329-4152
Permit Number: 42-069-109724-2

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 Art Walker Construction, Inc. authorized to do business in the State of Florida, with principal place of business located at P. O. Box 267, Lowell, FL 32663 hereinafter designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum of Six Hundred Ninety-Four Thousand Nine Hundred Four and 00/100 DOLLARS ($694,904.00) 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. 08-0031, #2824 Dewey Robbins Road "Part" and #2625 South Dewey Robbins Road "Part" Paving Project No. 2008-07 in 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 within thirty (--30--) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary work under the same within not more than One Hundred Eighty (180) consecutive calendar days. 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 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	P	Permits
DIVISION	W	Proposal and Bid
DIVISION	Y	Performance Bond Payment Bond
DIVISION	Z	Affidavit by General Contractor
APPENDIX	A1	"Sample Change Order"
ADDENDUM #1		Pre-Bid Meeting Minutes

Construction Plans prepared by the Engineer of record for this project.

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:

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

<u>Contractor</u>
Art Walker Construction, Inc.
P. O. Box 267
Lowell, FL 32663

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

Welton G. Cadwell, Chairman

This 2nd day of September, 2008.

ATTEST:

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

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

Sanford A. Minkoff
County Attorney

Art Walker Construction, Inc.

David Harrell, Vice President

This 16th day of Sept, 2008.

ATTEST: Tarrah Walker

Print Name: TARRAH WALKER
Title: CORPORATE SECRETARY
CORPORATE SEAL

OR

WITNESSES:

Print Name:

Print Name:

Business Address:

Contractor's Reg. or Cert. No.

CFN 2008108521
Bk 03678 Pgs 1674 - 1681; (8pgs)
DATE: 09/17/2008 02:56:44 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 69.50

DIVISION Y

BONDS

BOND NO. 105 152 077

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT We, Art Walker Construction, Inc. (hereinafter called the "Principal"), whose principal business address is P. O. Box 267, Lowell, FL 32663, and whose telephone number is (352)629-1466; and (A) (hereinafter called the "Surety"), whose principal address is (B), and whose telephone number is 860-277-3966, a surety insurer chartered and existing under the laws of the State of Connecticut and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of Six Hundred Ninety-Four Thousand Nine Hundred Four and 00/100 DOLLARS ($694,904.00) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

(A) Travelers Casualty and Surety Company of America
(B) One Tower Square, Hartford, CT 06183

WHEREAS, Principal has entered into a contract with Obligee for Bid No. 08-0031, #2824 Dewey Robbins Road "Part" and #2625 South Dewey Robbins Road "Part" Paving Project No. 2008-07 in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force.

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

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be

The quality of this image is equivalent to the quality of the original document.

Return: Public Works/S. McDermott

performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this 12th day of Sept., 2008, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: Art Walker Construction, Inc.

Witness as to Principal

By: David Harrell

Witness as to Principal

DAVID HARRELL, VICE PRESIDENT
(Printed Name)
(Title)

(Business Address) PO Box 267
Lowell, FL 32663

STATE OF FLORIDA

COUNTY OF MARION

The forgoing instrument was acknowledged before me this
by DAVID HARRELL, VICE PRESIDENT
of ART WALKER CONSTRUCTION, a FLORIDA
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY: Tarrah Walker
Print Name: TARRAH WALKER
COMMISSION NUMBER:
My commission expires:

TARRAH WALKER
Notary Public - State of Florida
My Commission Expires Jun 28, 2010
Commission # DD 588204
Bonded By National Notary Assn.

The quality of this image is equivalent to the quality of the original document.

BOND NO. 105 152 077
SURETY: Travelers Casualty and Surety Company of America

Witness as to Surety

Witness as to Surety

By: _____
(Authorized Signature)

(Printed Name)

(Title)

One Tower Square
Hartford, CT 06183
(Business Address)

OR

Witness as Attorney In Fact

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)
and Licensed Agent
Glenn H. Purcell
(Printed Name)
The Whitehead Agency, Inc.
712 Ballard Street
Altamonte Springs, FL 32701
(Business Address)
407-831-4424
(Telephone Number)

STATE OF Florida

COUNTY OF Seminole

The forgoing instrument was acknowledged before me this September 15, 2008 by Glenn H. Purcell, Attorney in Fact for Travelers Casualty and Surety Company of America of _____, a Connecticut Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY PUBLIC STATE OF FLORIDA
LORI K. CHARLES
MY COMMISSION # DD 576655
EXPIRES: October 21, 2010
1-800-3-NOTARY FL Notary Discount Assoc. Co.

NOTARY: _____
Print Name: _____
COMMISSION NUMBER: _____
My commission expires: _____

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BOND NO. 105 152 077

PAYMENT BOND

BY THIS BOND, We, Art Walker Construction, Inc. (hereinafter called the "Principal"), whose principal business address is P. O. Box 267, Lowell, FL 32663, and whose telephone number is; (352) 629-1466 and (A) (hereinafter called the "Surety"), whose principal address is (B), and whose telephone number is 860-277-3966, a surety insurer chartered and existing under the laws of the State of Connecticut and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of Six Hundred Ninety-Four Thousand Nine Hundred Four and 00/100 DOLLARS ($694,904.00) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally. (A) Travelers Casualty and Surety Company of America
(B) One Tower Square, Hartford, CT 06183

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for Bid No. 08-0031, #2824 Dewey Robbins Road "Part" and #2625 South Dewey Robbins Road "Part" Paving Project No. 2008-07 said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

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BOND NO. 105 152 077

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE 16th DAY OF Sept. 2008 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL: Art Walker Construction, Inc.

Witness as to Principal

Witness as to Principal

By: David Harrell
(Authorized Signature)

DAVID HARRELL
(Printed Name)
VICE PRESIDENT
(Title)

PO Box 267
Lowell, FL 32663
(Business Address)

STATE OF FLORIDA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____ by DAVID HARRELL, VICE PRESIDENT of _____, a FLORIDA Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take oath.

NOTARY: Tarrah Walker
Print Name: TARRAH WALKER
COMMISSION NUMBER: _____
My commission expires: _____

TARRAH WALKER
Notary Public - State of Florida
My Commission Expires Jun 28, 2010
Commission # DD 569204
Bonded By National Notary Assn.

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BOND NO. 105 152 077
SURETY: Travelers Casualty and Surety Company of America

Witness as to Surety

Witness as to Surety

By: _____
(Authorized Signature)

_____
(Printed Name)

_____
(Title)

One Tower Square
Hartford, CT 06183
(Business Address)

OR

Witness as Attorney In Fact

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Glenn H. Purcell
(Printed Name)
The Whitehead Agency, inc.
712 Ballard Street
Altamonte Springs, FL 32701
(Business Address)
407 831 4424
(Telephone Number)

The quality of this image is equivalent to the quality of the original document.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of Sept, 2008.

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER.

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. 08-0031, #2824 Dewey Robbins Road "Part" and #2625 South Dewey Robbins Road "Part" Paving Project No. 2008-07 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
437 Ardice Avenue
Eustis, FL 32726

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
	- PER ATTACHED EXHIBIT "A" - Change in contract price due to change order: Total Decrease Total Increase Difference Net (**Increase**)(~~Decrease~~)Contract Price		

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

Recommended by: _____ Date: _____
(type name)

Accepted by: _____ Date: _____
(type name)