

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
D.A.B. CONSTRUCTORS, INC.**

**ITB 10-0035**

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**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
D.A.B. CONSTRUCTORS, INC.  
FOR FULL DEPTH RECLAMATION (FDR) OF EXISTING PAVEMENT  
FOR CEMENT STABILIZED BASE COURSE, INSTALLATION OF CEMENT,  
SHOULDER RESTORATION, AND RELATED SERVICES  
ITB 10-0035**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and D.A.B. Constructors, Inc., a Florida corporation, its successors and assigns, hereinafter the CONTRACTOR.

**WITNESSETH**

**WHEREAS**, the COUNTY has publicly submitted an Invitation to Bid, # 10-0035, seeking firms or individuals qualified to assist the COUNTY with Full Depth Reclamation of existing pavement, Installation of Asphalt over the newly created base, Restoration of Shoulders, and Related Services; and

**WHEREAS**, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

1.1 The foregoing recitals are true and correct and incorporated herein.

**Article 2. Purpose**

2.1 The purpose of this Agreement is for the CONTRACTOR to assist the COUNTY with Full Depth Reclamation of existing pavement, Installation of Asphalt over the newly created base, Restoration of Shoulders, and Related Services.

**Article 3. Scope of Professional Services**

3.1 **Projects Assigned.** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to assist the COUNTY with Full Depth Reclamation of existing pavement, Installation of Asphalt over the newly created base, Restoration of Shoulders, and Related Services, as set forth in the general Scope of Services, maps, and pavement condition reports, all of which are attached hereto and incorporated herein by reference as **Exhibit A**, as amended by Addendum # 1, dated June 9, 2010, also contained within **Exhibit A**, and the Technical Requirements, attached hereto and incorporated herein by reference as **Exhibit B**. Projects will be assigned to the CONTRACTOR in accordance with the pricing given as shown herein and in the Contractor Pricing incorporated herein by reference as **Exhibit E** and the Florida Trench Safety Act Certification and Disclosure Statement attached hereto and

incorporated herein by reference as **Exhibit D**. CONTRACTOR agrees and acknowledges that in the event the CONTRACTOR cannot meet the COUNTY'S specifications, including but not limited to, time for completion, cost for individual project etc., COUNTY reserves the sole right to offer the individual project to other contractors retained by the COUNTY.

3.2 Quantities. The quantities and types of services listed on the Notice to Proceed, once approved by the COUNTY, are hereby incorporated into this Agreement by reference and are deemed to be a material part of this Agreement. It is understood that the plans and specifications and construction may be modified by a Change Order as actual construction of the individual project progresses, but to be effective and binding, any and all such Change Orders must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures.

CONTRACTOR agrees that this shall be a lump sum contract and that any quantities listed are estimates only. It is the CONTRACTOR'S responsibility to visit the site to make its own assessment of the site conditions and quantities.

3.3 Additional Users. It is hereby agreed and understood that any County department, agency or City facility may be added to, or removed from, this contract at the option of the COUNTY and may purchase any and all items specified herein from the CONTRACTOR at the contract price(s) established herein. Under these circumstances, a contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s) or other entities.

3.4 Time of the Essence. CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. Contract time shall mean the number of consecutive calendar days from the commencement date. The CONTRACTOR shall have one hundred twenty (120) days from the date of the issuance of the Purchase Order to reach substantial completion. Substantial completion is described as having all base work, installation of asphalt, striping, and shoulder work completed. The only items that shall remain would be "punch list" items. If the CONTRACTOR fails to have the project completed by the specified time, the COUNTY may apply liquidated damages. Any additional cost incurred by the COUNTY because of the CONTRACTOR'S failure to complete the project as assigned will be deducted from the CONTRACTOR'S invoice.

3.5 General Conditions. CONTRACTOR shall abide by all terms and conditions contained within the General Terms and Conditions, attached hereto and incorporated herein by reference as **Exhibit C**.

3.6 Licenses, Permits and Fees.

A. CONTRACTOR shall comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the individual project, including Chapter 553, Part III, Florida Statutes, also known as the Trench Safety Act, attached hereto and incorporated herein by reference as **Exhibit D**. CONTRACTOR shall obtain and pay for all licenses, permits and inspection fees required to complete the scope of services. Damages, penalties or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits or fines shall be borne by the CONTRACTOR.

B. CONTRACTOR shall retain all appropriate professional licenses and insurances throughout the term of this contract. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this contract. CONTRACTOR'S license number is CUC 056696.

C. Due to the nature of this Agreement, the COUNTY shall, at the time of requiring services hereunder, conduct a review of required permits and fees to be obtained by the CONTRACTOR from the permitting agencies having jurisdiction over the assigned project. Permits will be determined on a project

by project basis. Permit cost will be determined by the requesting COUNTY department. COUNTY shall provide specifications and/or plans for a permit project.

3.7 Contractor's Personnel and Equipment. CONTRACTOR shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The CONTRACTOR shall be fully responsible for the performance of his organization and completion of all work under this contract. The CONTRACTOR shall, at all times maintain good discipline and order at the work site. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirt, safety vest, shorts and shoes in decent condition at all times while the work is being performed. The CONTRACTOR shall furnish all labor, equipment, fuel, materials, any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the terms and conditions of the contract.

3.8 Subcontractors and Suppliers. If subcontractors or materials suppliers are to be used by the CONTRACTOR, the CONTRACTOR shall provide a listing of such subcontractors and/or materials suppliers with the CONTRACTOR's acceptance of the Notice to Proceed. The listing shall include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall project.

3.9 Contractor's Schedule. The CONTRACTOR shall submit a preliminary Construction Progress Schedule to the Project Manager at least ten (10) days prior to the Pre-construction Conference. The COUNTY will review the schedule and provide the CONTRACTOR with comments. Within ten (10) days after receipt of the COUNTY'S comments, the CONTRACTOR shall deliver to the Project Manager a Construction Progress Schedule in a form satisfactory to the Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of work. A bar graph format is acceptable for the Construction Progress Schedule. If required by the Project Manager, at or before the Pre-construction Conference, the CONTRACTOR shall provide to the COUNTY a breakdown of estimated monthly payments for the entire duration of the contract period. If the CONTRACTOR has to change the schedule or is aware of an upcoming schedule change, it shall contact the Project Manager as quickly as possible, but no later than the following day. Either party may request and be granted a conference within two (2) business days of the request. The CONTRACTOR shall maintain coordination with the Project Manager at all times.

#### Article 4. Payment

4.1 Lump Sum. The COUNTY shall pay CONTRACTOR and CONTRACTOR shall accept as full and complete payment for the services received and accepted by the COUNTY the lump sum price of **Four Hundred Ten Thousand Four Hundred Fifty-Three and 70/100 Dollars (\$410,453.70)**, for Royal Trails Road from SR 44 to line north of Maggie Jones Road, and the lump sum price of **Fifty-Two Thousand Four Hundred Ninety-Five and 31/100 Dollars (\$52,495.31)**, for the Astor transfer station. The total payment to CONTRACTOR under this agreement is **Four Hundred Sixty-Two Thousand Nine Hundred Forty-Nine and 01/100 Dollars (\$462,949.01)**. The pricing for allowances for Change Orders Only shall be as specified in **Exhibit E**, attached hereto and incorporated herein by reference. Payment will be based upon the lump sum cost agreed upon and identified in the fully executed Purchase Order. Neither progress payment nor partial or entire use or occupancy of the project by the COUNTY will constitute an acceptance of work not in accordance with the contract documents.

4.2 Periodic Payments. The COUNTY shall provide periodic payments, with the appropriate retention, for tasks completed by the CONTRACTOR. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the COUNTY department within thirty (30) calendar days after

the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and a COUNTY representative has reviewed and approved the service and deliverable.

4.3 Invoices. All invoices shall contain the purchase order number, invoice date, itemized work, date of service, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner may delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Unless otherwise specified the address for invoicing shall be: Attn: John Bringard, Senior Contracting Officer, Lake County Public Works, 31150 Industry Drive, Tavares, FL 32778. Invoices shall be submitted within thirty (30) calendar days from completion of a cycle. Invoices submitted later than that take the risk of non-payment if verification of work cannot be substantiated by the Project Manager.

4.4 Unit Prices. This contract shall be lump sum. The CONTRACTOR shall be compensated at the unit price as specified in **Exhibit E** for work that is not included in the original contract. There shall be a properly executed change order before any additional work is started and payment for that work is fulfilled.

4.5 Price Redetermination – Fuel. There shall be no price escalation clause as part of this contract.

4.6 Certification of Payment to Subcontractors/Materials Suppliers. Prior to final payment, the CONTRACTOR shall provide *Certification of Payment to Subcontractors/Materials Suppliers* before the invoice is processed and paid.

4.7 Federal or State Funding. IF ANY PROJECT GIVEN TO THE CONTRACTOR UNDER THIS AGREEMENT IS ONE IN WHICH FEDERAL OR STATE FUNDS SHALL BE USED, THE CONTRACTOR IS HEREBY INFORMED THAT PAYMENT SHALL BE CONTINGENT UPON RECEIPT OF SAID FEDERAL OR STATE FUNDS OR APPROVAL. ADDITIONALLY, PAYMENT SHALL BE CONTINGENT UPON THE CONTRACTOR COMPLETING ALL REQUIRED FORMS AND DOCUMENTATION AS IS NECESSARY IN ORDER TO OBTAIN SUCH FEDERAL OR STATE FUNDING OR APPROVAL.

#### **Article 5. County Responsibilities**

5.1 The Lake County Public Works Department shall participate in this Agreement as the primary COUNTY Department. However, any COUNTY Department may utilize this Agreement.

5.2 COUNTY shall pay in accordance with the Florida Prompt Payment Act.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract and plans and specifications. 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.

#### **Article 6. Special Terms and Conditions**

6.1 Term and Renewal. The term of this Agreement shall be for the duration of the project, beginning upon issuance of a Notice to Proceed. The initial contract term shall remain in effect for one

hundred twenty (120) days, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this contract. The COUNTY reserves the unilateral right to extend this contract ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify CONTRACTOR in writing of such extension.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

6.3 Subletting. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

6.4 Insurance. CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|                                   |                       |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations     | \$2,000,000           |
| Personal & Adv. Injury            | \$1,000,000           |

|                       |          |
|-----------------------|----------|
| Fire Damage           | \$50,000 |
| Medical Expense       | \$5,000  |
| Contractual Liability | Included |

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employers Liability with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |

(v) **Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable policies.

(vi) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

(vii) Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

(viii) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xi) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

(xii) The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

(xiii) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.5 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless from any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

6.6 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venture, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.8 No Claim for Damages. **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 from any cause whatsoever, including delays caused by unfavorable weather conditions, shall relieve the CONTRACTOR of its 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. The CONTRACTOR's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to the fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the 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.

6.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those

undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies resulting from the services provided herein. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY's Project Administrator. CONTRACTOR agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONTRACTOR gives to any customer for comparable products and services.

6.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment.

6.12 Purchase of Other Items. While the COUNTY has listed all major items within this contract which are utilized by COUNTY departments in conjunction with their operations, there may be ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the ancillary items. If there are multiple contractors on the contract, the COUNTY representative may also obtain price quotes from these contractors. The COUNTY reserves the right to award these ancillary items to the primary contractor, another contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

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

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

6.15 Public Entity Crimes. A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted CONTRACTOR list.

6.16 Right to Audit.

A. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. All items sold to the COUNTY under this contract are subject to post sale audit adjustment. In the event an audit indicates that the CONTRACTOR has not honored its quoted price lists and discounts, the CONTRACTOR shall be liable for any and all overage charges, and this Agreement may be terminated for cause at the COUNTY'S option.

**Article 7. Miscellaneous Provisions**

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

7.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing

the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

7.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile addressed as follows:

If to CONTRACTOR

William Bachschmidt  
62 West Hwy 40  
Post Office Box 1589  
Inglis, Florida 34449

If to COUNTY:

Road Operations Division  
31150 Industry Drive  
Tavares, Florida 32778

cc: County Manager  
Lake County Administration Bldg., Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### **Article 8. Scope of Agreement**

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

8.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

|           |  |
|-----------|--|
| Exhibit A | Scope of Services  |
| Exhibit B | Technical Requirements   |
| Exhibit C | General Terms and Conditions                                     |
| Exhibit D | Florida Trench Safety Act Certification and Disclosure Statement |
| Exhibit E | Contractor Pricing   |

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 7<sup>th</sup> day of Sept., 2010, and by CONTRACTOR through its duly authorized representative.

**CONTRACTOR**

D.A.B. CONSTRUCTORS, INC.

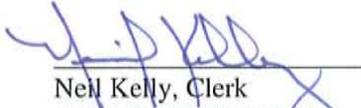
  
\_\_\_\_\_

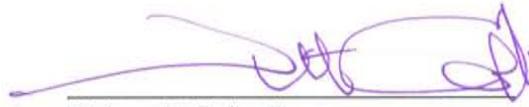
Print Name: \_\_\_\_\_

Title: William J. Bachschmidt, Vice President

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

  
\_\_\_\_\_  
Welton G. Cadwell  
Chairman  
This 7<sup>th</sup> day of Sept., 2010.

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie N. Marsh  
Acting County Attorney

## EXHIBIT A: SCOPE OF SERVICE

### FULL DEPTH RECLAMATION (FDR) OF EXISTING PAVEMENT FOR CEMENT STABILIZED BASE COURSE, INSTALLATION OF CEMENT, SHOULDER RESTORATION, AND RELATED SERVICES

**Description:** The purpose of this Agreement is for the CONTRACTOR to do Full Depth Reclamation (FDR) of existing pavement, installation of Asphaltic Concrete over the newly created base, install Thermoplastic striping, Restoration of Shoulders, and Related Services on Royal Trails Road located within Lake County. The work involves completely reclaiming the existing damaged asphalt pavement and base materials to create a new base unto which 1.5 inches of asphalt shall be installed. New pavement striping and shoulder restoration shall also be part of this work.

**Add Alternate:** As part of this solicitation the CONTRACTOR shall provide a cost for completing the remaining portion of Royal Trails Road. This shall be added as an Add Alternate. The COUNTY may at its option either choose to complete or not complete the additional work.

**Substitute Process:** There shall be no substitute processes such as but not limited to Cold In-Place, Hot In-Place Recycling, etc as part of this project. FDR is distinguished from other rehabilitation techniques by the fact that the cutting head penetrates completely through the asphalt and underlying base.

**Lump Sum Bid:** Any references to quantities or measurements included in this contract are for bidding purposes only. This is a lump sum contract and the CONTRACTOR is responsible for completing the work as outlined in this contract. The limits of the area shall be marked with pink paint.

**Change Orders:** COUNTY reserves the right to make changes, substitutions, additions or subtractions to the contract as necessary to best serve the needs of the COUNTY and its citizens. This shall only be accomplished by the issuance of a properly executed change order. The COUNTY shall apply the CONTRACTOR's unit price when calculating the compensation for any additional or subtracted work.

**Video Recording:** It shall be the responsibility of the CONTRACTOR to make a videotape of all current conditions, i.e. driveways, road intersections, vegetation, etc., before any work starts. Special attention should be addressed to any deficient conditions present at the time of the videotaping. The video shall have the date and time recorded on the video. A copy of this video shall be supplied to the Project Manager before the commencement of any work.

**Erosion Control:** The CONTRACTOR shall be responsible to comply with all erosion control standards as per FDOT Standard Specification for Road and Bridge Construction 2010 Section 104 Prevention, Control, and Abatement of Erosion and Water Pollution.

**Incidental Repairs:** Once the contract has been signed it shall be the responsibility of the CONTRACTOR to repair any pot holes or any other deficiencies that may develop within the project area. This stipulation is inclusive of the entire project site and is not limited to only the areas that the CONTRACTOR is currently working. The pot hole or deficiency shall be repaired, at the CONTRACTORS expense, within seventy-two (72) hours from the time it is reported to the CONTRACTOR.

**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:

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

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

**Notice to Proceed** - The COUNTY shall supply the CONTRACTOR with a Purchase Order. No work shall begin until the Notice to Proceed is issued to the CONTRACTOR by the COUNTY.

**Plans** – The approved drawings, list, or reproductions thereof, that show the location, character, dimension and details of the work to be done as issued by the Project Manager.

**Project Manager** - Agent of the COUNTY responsible for items including but not limited to establishment of cost estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the CONTRACTOR.

**Statement of Work** – The general intent of the work to be accomplished as defined by the project plans, drawings, photographs, and specifications.

***Standard Specifications:*** FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2010 edition or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2007 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2007 (or latest edition), and all supplemental specifications thereto. Pavement Marking specifications shall use FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2010 edition; Portland Cement Association (PCA) publication EB052 Soil Cement Laboratory Handbook; American Association of State Highway and Transportation Officials (AASHTO) Modified T-99.

***Submittals:*** The following shall be provided by the CONTRACTOR:

1. Provide a list of five successfully completed full depth reclamation projects along with contact information for the Owners of those projects, and the completion date for each project.
2. Provide a list of the major equipment that will be used on this project.
3. A schedule showing the proposed dates of commencement, order of operation, completion of each of the various subdivisions of work and the date of substantial completion.
4. Upon completion, the CONTRACTOR shall submit a certified letter signed by a Professional Engineer that the material in-place meets the minimum unconfined compressive strength of 300 psi in 7days for the 8 inches of base.
5. All Material Safety Data Sheets for all chemicals including fuel shall be supplied.
6. Upon completion, the CONTRACTOR shall submit a certified letter signed by a Professional Engineer that the material in-place meets the minimum unconfined compressive strength of 300 psi in 7days for the 8 inches of base. All laboratory and field test data used in developing this opinion by the CONTRACTOR's Engineer shall be included within this certification for review and acceptance by the County.



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TAVARES, FL 32778-7800

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[www.lakegovernment.com](http://www.lakegovernment.com)

**Addendum No .01**  
**Date: June 9, 2010**  
**ITB: 10-0035**  
**Full Depth Reclamation (FDR) at Royal Trails**

This addendum is being issued to make the following changes to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents.  
**Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

On page 4, Section 2.5: Contract Performance Period: the wording changed from "on the first calendar day of the month" to "upon issuance of Notice to Proceed."

On page 7-sub-letter C.: the wording changed from "four (4)" to "five (5)".

On page 12, Section 4.1: Specifications: the wording changed from "Asphalt" to "Cement"

On page 13 ITB Title: the wording changed from "Asphalt" to "Cement"

On page A14 under Incidental Repairs: the wording changed from "...within twenty four (24) hours..." to "...within twenty four (24) to seventy-two (72) hours..."

On page A17 Section 1 title: the wording changed from "Asphalt" to "Cement"

On page A17 1.4. Materials: wording change from "... modified Marshall Tests" to "... molded pills"

On page A19-1.7: the wording changed from "...75mm (3 inches)." to "... 50mm (2.5 inches)."

On page A19-1.7: the wording changed from "...shall not exceed (8.0)..." to "...shall not exceed (10)..."

On page A20-1.10 Testing: the wording changed from "...ninety-eight percent..." to "...ninety-five percent..."

On page A21-2.5 Prime and Tack Coats: the following additional wording was added: "If prime coat is used no need to tack coat, if done the same day."

On page A22, Testing and Sampling Schedule Chart, under the Tests heading "Marshall Stability" was deleted.

On page A22, Testing and Sampling Schedule Chart, under the Project Requirements head, the wording changed from "98% Control Strip" to "(92% Maximum Specific gravity G mm"

On page A22, Testing and Sampling Schedule Chart, under the Project Requirements head, the wording changed from "98% proctor" to "95% molded proctor"

On page A22, Testing and Sampling Schedule Chart, under the Testing Frequency head, the wording changed from "all lanes of roadway every 500 feet" to "per FDOT specifications 334-5.1.1.2. Omitting 1,000 ft minimum for cores"

On page A23-2.10, the word Contractor was misspelled. It read "CONTRACCTOR" it now reads "CONTRACTOR"

On page A26-2.12 Shoulder Rehabilitation, the wording changed from  
“...appropriate test method.” to “...modified proctor test.”

On page A26-2.12 Shoulder Rehabilitation, the wording changed from  
“...98%...” to “...95%”

Firm Name: D.A.B. Constructors Inc. Date: 6-16-10

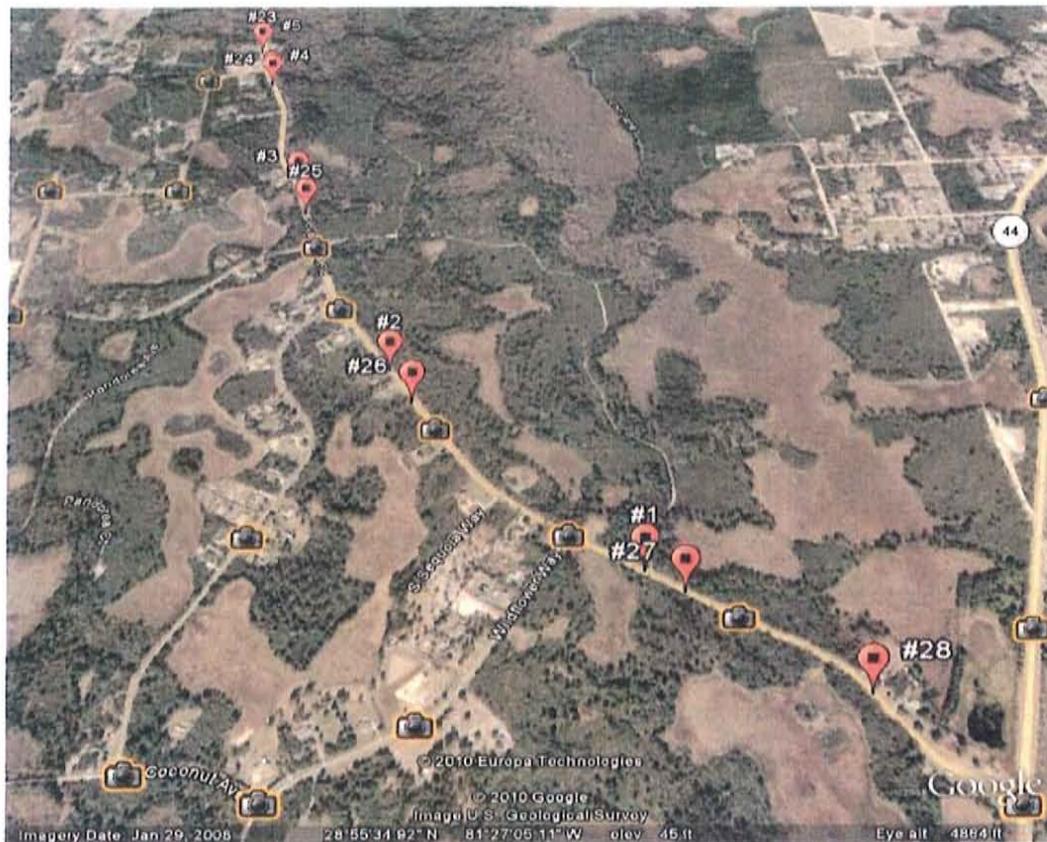
Signature:  Title: \_\_\_\_\_

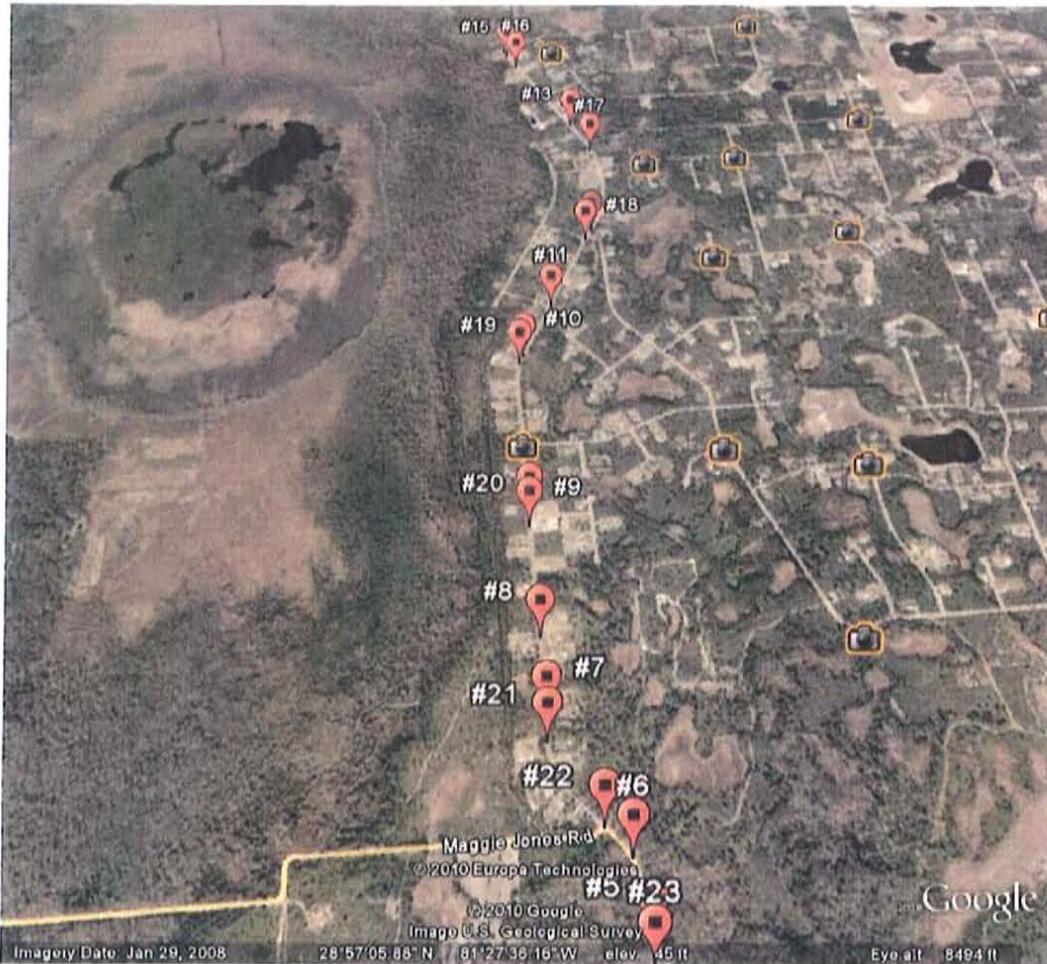
Typed/Printed Name: William J. Bachschmidt, Vice President

| Lake County, Florida                         |                        |                            |      |      |                       |         |                         |                     |     |        |           |                  |                  |          |
|--|------------------------|----------------------------|------|------|-----------------------|---------|-------------------------|---------------------|-----|--------|-----------|------------------|------------------|----------|
| PAVEMENT EVALUATION AND CONDITION DATA SHEET |                        |                            |      |      |                       |         |                         |                     |     |        |           |                  |                  |          |
| Project No.: 761210                          |                        | Cored By: Jonathan Weisman |      |      | Date: 12/15/2009      |         |                         |                     |     |        |           |                  |                  |          |
| County: Lake                                 |                        | Royal Trails Rd.           |      |      | Beginning Road: SR 44 |         | End Road: Seagrape Ave. |                     |     |        |           |                  |                  |          |
| Core No.                                     | Core Location          | Lane                       | SF   | S-Bl | Type I                | Type II | Other                   | Pavement Layer (in) |     |        | Base Type | Base Thick. (in) | Crack Depth (in) | Comments |
|  |                        |                            |      |      |                       |         |                         | Cover               | Top | Bottom |           |                  |                  |          |
| 1  | 2200'N of SR 44        | R1                         |      | 3.50 |                       |         |                         | 3.50                | SC  | 7.25   |           |                  |                  |          |
| 2  | 4455'N *               | R1                         |      | 2.25 | 0.75                  |         |                         | 3.00                | SC  | 6.00   |           |                  |                  |          |
| 3  | 6611'N *               | R1                         |      | 2.00 | 0.50                  |         |                         | 2.50                | SC  | 7.50   |           |                  |                  |          |
| 4  | 8125'N *               | R1                         |      | 2.75 |                       |         |                         | 2.75                | SC  | 10.25  |           |                  |                  |          |
| 5  | 8807'N *               | R1                         |      | 1.50 | 0.25                  |         |                         | 1.75                | SC  | 9.50   |           |                  |                  |          |
| 6  | 9475'N *               | R1                         |      | 1.50 | 0.75                  |         |                         | 2.25                | SC  | 5.50   | 2.25      |                  |                  |          |
| 7  | 11000'N *              | R1                         |      | 2.00 | 0.50                  |         |                         | 2.50                | SC  | 7.00   |           |                  |                  |          |
| 8  | 11785'N *              | R1                         |      | 1.50 | 0.50                  |         |                         | 2.00                | SC  | 7.25   |           |                  |                  |          |
| 9  | 13208'N *              | R1                         |      | 2.00 | 0.50                  |         |                         | 2.50                | DR  | 3.25   |           |                  |                  |          |
| 10   | 15328'N *              | R1                         |      | 1.25 | 0.50                  |         |                         | 1.75                | SC  | 7.75   |           |                  |                  |          |
| 11   | 16200'N *              | R1                         |      | 3.00 | 0.50                  |         |                         | 3.50                | SC  | 7.00   |           |                  |                  |          |
| 12   | 17800'N *              | R1                         | 0.25 | 1.00 | 0.25                  |         |                         | 1.50                | SC  | 6.50   |           |                  |                  |          |
| 13   | 19827'N *              | R1                         | 0.75 |      | 1.50                  |         |                         | 2.25                | LR  | 4.00   |           |                  |                  |          |
| 14   | 21781'N *              | R1                         | 0.75 |      |                       | 0.75    | 1.00                    | 2.50                | SC  | 6.50   |           |                  | Other - SAHM     |          |
| 15   | 150'S of Seagrape Ave. | L1                         | 1.00 |      |                       | 0.50    | 0.50                    | 2.00                | SC  | 6.00   | 2.50      |                  | Other - SAHM     |          |
| 16   | 439'S *                | L1                         | 1.00 |      |                       |         |                         | 1.00                | SC  | 6.00   |           |                  |                  |          |

Remarks:







## EXHIBIT B: TECHNICAL REQUIREMENTS

### FULL DEPTH RECLAMATION (FDR) OF EXISTING PAVEMENT FOR CEMENT STABILIZED BASE COURSE, INSTALLATION OF CEMENT, SHOULDER RESTORATION, AND RELATED SERVICES

#### 1. FULL DEPTH RECLAMATION

- 1.1. Base Course Design:** The CONTRACTOR shall review the data provided for the existing roadway (Attachment 3) and shall perform testing and/or coring prior to submitting a Bid to verify that the Reclaimed Asphalt base Course Mix Design, as applicable, has a minimum Structural Coefficient of .135 (300 psi Soil Cement) for each inch of the finished/completed base course. The CONTRACTOR shall notify the COUNTY before any coring is started. The CONTRACTOR shall be responsible for preparing Mix Designs for Reclaimed Asphalt base Course Mix Design, as applicable, prior to the start of construction. (Refer to PCA publication EB052 Soil Cement Laboratory Handbook and PCA publication EB068 Thickness Design for Soil Cement Pavements . All Mix Design testing/preparation and testing for verification of the Structural Number shall be performed by an independent testing laboratory and all costs associated with the Mix Design preparation and ( $S_N$ ) verification testing shall be the responsibility of the CONTRACTOR.
- 1.2. Testing Laboratory:** The Testing Laboratory performing Full Depth Reclamation (FDR) Base Course Mix Designs and ( $S_N$ ) verification testing shall be an accredited laboratory that is regularly engaged in asphalt and soil cement testing including the preparation of Mix Designs for FDR Base course, and testing to establish and verify Structural Number for the base course layers. The CONTRACTOR shall provide information for proposed testing laboratories and testing laboratories, and mix designs shall be subject to the approval of the COUNTY.
- 1.3. Materials:** The existing asphalt pavement and base material shall be crushed and blended to a minimum depth of 8 inches. The gradation shall consist of a well-graded mix with 100% passing a 2.5" sieve, no more than 96% passing a 1.5" sieve and less than 8% passing a #200 sieve.

The base material shall be mixed such that the entire mass of material is uniform throughout. The CONTRACTOR shall retain the services of a certified testing laboratory to provide a sufficient number of molded pills of the pulverized asphalt and base samples taken from the roadway, tested over a range of different cement contents in order to determine the proper mix design and cement application rate. Samples shall be taken at least every 1,000 LF and at areas of differing existing pavement section or base type.

Granular base material: Granular base material to be added to the reclaimed layers shall consist of Crushed Concrete or Recycled Asphalt Pavement (RAP) meeting the requirements for Graded Aggregate Base of the FDOT Specifications and shall have a minimum LBR value of 100.

The processed asphalt stabilized base material shall meet the following requirements:

|                                 |                         |
|---------------------------------|-------------------------|
| Unconfined Compressive strength | 300 psi minimum (7days) |
| Unit Base Layer Coefficient     | 0.135 minimum           |
| Cement Content                  | 2.5 - 7%                |

The CONTRACTOR shall furnish a cement that meets or exceeds the FDOT requirements for Type I or Type II Cement.

- 1.4. Equipment:** The CONTRACTOR shall furnish all equipment and personnel necessary to pulverize, spread, shape, remove excess material, inject cement stabilization, mix, grade, and compact the processed base material to proper slope and finished grade. The Contractor shall utilize a down cutting reclamation machine, specifically manufactured to accomplish the work, which can effectively break, pulverize, mix and asphalt stabilize the material to be recycled.

The equipment to be used must also have the capability of introducing the cement uniformly and at an accurate rate to the recycled materials. The reclamation machine must be equipped with an engine of sufficient horsepower to be capable of pulverizing and mixing the pavement, base materials, and subgrade soil up to a depth of at least ten inches (10"). The reclamation machine shall be capable of metering the cement application rate through an automatic injection system and shall be equipped with a storage tank of sufficient capacity to ensure an uninterrupted supply of the proper amount of cement into the base material when processing around corners or other tight areas. CONTRACTOR shall have a grader and water truck available to prepare the material before compaction and control dust. CONTRACTOR shall have a trimming machine available to precisely remove material equal to the depth of the new asphalt.

The CONTRACTOR shall compact the reclaimed base material with a roller weighing not less than six (6.0) metric tons (13,000 lbs) or by a three wheeled roller weighing not less than ten (10.0) metric tons (11 tons). The roller must be large enough to compact the Reclaimed Material in the static mode, no vibratory rolling will be allowed.

- 1.5. Execution:** Prior to the start of the recycling work, all valve boxes and manhole castings shall be located by the CONTRACTOR and clearly marked and protected or removed and covered to avoid damage. The minimum FDR mix depth shall be eight inches (8"), measured above the top of the undisturbed sub base. When the work is to be performed under traffic, each lane shall be completed in segments, the lengths and limits of which shall be approved by the COUNTY may limit the length of the work zone to avoid causing a traffic hazard or undue delay. Before commencing the reclaiming operations, the CONTRACTOR shall set alignment stakes (laths) at intervals of 60 meters (200 feet) or less on both sides of the road, offset at least 1.2 meters (4 feet) from the proposed edge of pavement for use in preparing the base and placing the new pavement. The setting of laths shall be in addition to any other markers or reference points required under the Contract, and the placing of surveying markers or other references elsewhere shall not substitute for the required laths along the existing pavement.

- 1.6.** The CONTRACTOR shall pulverize the existing pavement in multiple passes of the reclaimer, applying sufficient mechanical effort to reduce the fragments to a maximum size of 50 mm (2.5 inches). In this process the pulverized material shall be combined uniformly with the base and subgrade to a depth specified in the CONTRACTOR's Mix Design. Following the reclaimer, a roller shall be applied to compact the blended material sufficiently to support traffic temporarily. The depth of material to be compacted shall not exceed (10.0"). When the pulverizing and mixing step is complete, the material shall be graded, watered, remixed, shaped, and compacted as necessary to establish proper grade and uniform thickness and to support traffic temporarily. Water shall be applied if necessary to obtain uniform moisture content as required by the CONTRACTOR's Mix Design. The CONTRACTOR shall apply additional water at frequent intervals as needed to suppress dust, preserve the surface, and maintain the specified moisture content. The cement stabilizing agent shall then be applied and mixed to the depth specified by the COUNTY, and grading and compaction of the combined

base material shall proceed immediately behind the mixing of the stabilizing agent. Before final grading and the addition of the cement, the CONTRACTOR shall adjust the cross-slope, super elevation, and profile grade by adding granular base material as required to provide the required grade and cross slope for the road. The CONTRACTOR shall be required to reshape/grade the roadway to produce a two (2) % cross slope from the center of the travel lane to the edge of the travel lane so as to provide for proper drainage. The CONTRACTOR may employ other compaction equipment and methods in addition to the static roller to accomplish the final grading and to compact and finish the surface. Transverse joints shall be compacted by cross-rolling parallel to the joint. After the material has been compacted to load-bearing strength, the CONTRACTOR shall proof-roll the prepared base in the presence of the Inspector. The COUNTY may, as it deems necessary, direct the CONTRACTOR to correct areas of weakness and excess moisture in the base by scarifying, aerating, and reworking shore sessions to the full depth of the layer. If, after an area has been reworked and recompacted, it remains soft or does not attain the required density, the COUNTY may direct the CONTRACTOR to remove the material and replace it with Granular Base Material meeting the requirements of these specifications. The CONTRACTOR will be required to perform microcracking. This requires a maximum of four passes of a steel wheel vibratory roller applied a few days after finishing. This introduced a network of hairline cracks into the base early in its life with the idea that these "micro-cracks" will minimize the major shrinkage cracks associated with soil cement bases. Furthermore, as this is performed only a few days after placement, the microcracking will not impact the pavements overall structural capacity as the cracks will re-heal and the base will continue to gain strength with time.

- 1.7. **Reclaiming:** The work item for Reclaimed Asphalt Base Course shall consist of pulverizing and existing bituminous pavement and its base course and mixing them together, adding water and new base material, injecting the specified cement stabilizing agent directly into the mixing chamber of the reclaiming machine and uniformly mixing it with the pulverized material at the rate and depth specified; and watering, shaping, grading, and compacting the blended material to procedure a stabilized base course, true to the established line and grade of the road. The CONTRACTOR shall be required to perform reclaiming work while traffic is maintained in another lane or lanes of the road. The work item for Reclaimed Asphalt Base Course shall include all necessary traffic control services provided during the reclaiming operation which are not covered under other work items in the Contract.

Mixing and injection shall not be performed during periods of rain or when rain is imminent or in any weather detrimental to the finished base course. The CONTRACTOR shall be responsible for removing all excess material from shoulder areas as directed by the Project Manager.

- 1.8. **Tolerances:** The completed asphalt stabilized base shall be tested for smoothness with no irregularities of more than one-quarter inch (1/4") using a 10' straight edge. The finished surface of the roadway base shall have a tolerance of plus or minus one-quarter inch (1/4") of the proper grade. If any area is found to lack the required smoothness, cross-slope or proper grade, such area shall be re-graded and compacted until the required smoothness and accuracy are obtained, at no additional cost the COUNTY.
- 1.9. **Testing:** The CONTRACTOR shall retain the services of a certified testing laboratory to ensure the stabilized base has been thoroughly compacted to not less than ninety-five percent (95%) of the maximum density per the Proctor test in accordance with AASHTO Modified T-99. The CONTRACTOR's testing laboratory shall obtain samples for unconfined compressive strength

testing at a frequency of not less than 1 per day operations. These results should compare favorable to the values obtained within the mix design.

**1.10.** Method of Measurement: Full Depth Reclamation shall be measured for payment by the square yard completed and accepted under a lump sum agreement. As part of this solicitation the CONTRACTOR shall supply a per square yard cost to be used if any additions or subtractions in the quantities are needed.

**1.11.** Basis of Payment: Price and payment will be full compensation for all work specified in this Section including but not limited to: milling, crushing, blending, testing the material for the emulsion mix design, temporary compaction, rough and fine grading, injection and mixing of the asphalt emulsion, the asphalt emulsion product itself, compaction, and final testing, etc. as required to meet all of the specification requirements.

## **2. ASPHALTIC CONCRETE**

**2.1** Asphaltic Concrete: All asphaltic concrete that is used shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction 2007 Edition, Section 330, HOT BITUMINOUS MIXTURES – QUALITY ASSURANCE, GENERAL CONSTRUCTION REQUIREMENTS, Section 334 SUPERPAVE ASPHALT CONCRETE, and Section 337 ASPHALT CONCRETE FRICTION COURSES.

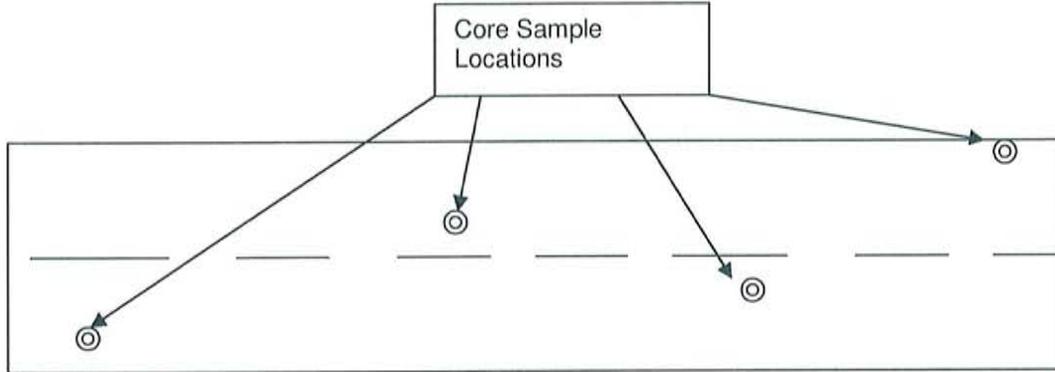
**2.2** Recycled asphaltic concrete with a recycled content of no more than thirty (30) percent shall be allowed as part of this contract as long as it meets the specifications as outlined within the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2007 Edition.

**2.3** Unless otherwise specified, the CONTRACTOR shall install Type. SP-12.5 concrete asphaltic concrete at a depth of one and one half (1 ½) inches.

**2.4** Prime and Tack Coats: The tack coat shall be placed in accordance with the Florida Department of Transportation Standard specification for Road and Bridge Construction 2007 Edition Section 300. If prime coat is used, no need to tack coat if done the same day.

**2.5** Compaction: All asphaltic concrete shall be compacted in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction 2007 Edition FDOT Implemented Specifications, Local Agency Specifications, Special Provisions, Asphalt Section 330. If an area is believed to not meet these requirements, Lake County Public Works shall hire an independent testing laboratory to determine accordance with this specification. Areas not in conformance with this specification shall need to be removed and replaced at CONTRACTOR's expense.

**2.6** Quality Inspections: It shall be the responsibility of the CONTRACTOR to have core samples taken every 500 feet regardless of how many lanes are being resurfaced and shall be in a random pattern as indicated on the diagram below unless otherwise indicated by the Project Manager. If a different testing laboratory is being utilized that is being used for the FDR testing than it is the responsibility of the CONTRACTOR to submit for approval by the Project Manager with the address and contact information of the laboratory before any resurfacing work starts.



The results of these tests shall be sent directly from the laboratory to the Project Manager. From these samples, a determination of the average thickness of the pavement shall be made by the testing laboratory and shall be made by measuring the thickness of the sample and dividing it by the number of samples. If at any time the CONTRACTOR wishes to request more core samples than what the COUNTY has required, they shall do so in writing, and the cost for the additional cores shall be at the expense of the CONTRACTOR. Holes created by the core samples shall be properly filled by the CONTRACTOR by this use of cold patch asphaltic concrete or other method approved by the Project Manager may be used for filling the holes. The following is the testing and sampling schedule that the CONTRACTOR shall comply with;

**TESTING AND SAMPLING SCHEDULE**

| OPERATION                         | MATERIAL SPECIFICATION  | TESTS                                   | PROJECT REQUIREMENTS              | TESTING FREQUENCY  |
|-----------------------------------|---|---|-----------------------------------|--|
| Prime and Tack Coats              | FDOT Standard Specifications: 300 Tech. Spec. 02507   |   | Certification                     | Every Transport  |
| Type Superpave Asphaltic Concrete | FDOT Standard Specifications: 334 (Control Strip Required) Tech. Spec.:02512  | Job Mix Formula                         | Certification                     | Each mix design or change of aggregates  |
|                                   |   | Extraction Gradation Analysis           |                                   | One per each day of production greater than 100 tons   |
|                                   |   | Field Density                           | 92% Maximum Specific gravity G mm | Per FDOT specifications 334-5.1.1.2 Omitting 1,000 ft minimum cores  |
|                                   |   | Asphalt Thickness                       | Certification                     | Every Transport  |
|                                   |   |   |                                   | Core every 500 feet  |
| Concrete                          | FDOT Standard Specifications: 345, 350, 400, 520, & 522 Tech Spec: 02528,03200, 03250, 033300, 03350, 03370, 03410, & 03600 | Compression Strength                    |                                   | One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 100 CY/day. One (1) set for each class of concrete placed each day. |
|                                   |   | Modified Proctor AASHTO T-180, Method D |                                   | As needed under sidewalk and driveways.  |

|         |  |                             |                    |  |
|---------|--|-----------------------------|--------------------|--|
|         |  | Field Density               | 95% Molded Proctor | Each driveway and every 500 feet sidewalk.   |
|         |  | Each class of concrete used | Certification      | Each mix design or change.   |
| Sodding | FDOT Standard Specification for 2007 Edition Section 575, Sodding, and Section 981 | Each type of sod used       | Certification      | The sod shall be free of grassy, invasive / exotic, broadleaf and sedge weeds, diseases, insects and nematodes (of injured populations). |

**2.7 Deficiencies of Asphaltic Concrete Thickness:** The COUNTY shall allow a deficiency in the asphaltic concrete overlay of no more than one quarter (1/4) inch. When the deficiency in the thickness of the pavement is over one quarter (1/4) inch, but not more than three eights (3/8) inch for pavement of a specified thickness, the Project Manager shall allow the CONTRACTOR to leave such pavement in place, but without compensation. The Project Manager shall determine the square yard area, for which it shall make no payment, by multiplying the product of the total distance between the acceptable cores by the lane width which the CONTRACTOR laid at the particular pass in which deficient thickness was indicated.

Where the deficiency in thickness is in excess of three eights (3/8) inches in specified thickness, the CONTRACTOR shall correct the deficiency. For any case of excess deficiency of the pavement, if approved by the Project Manager for each particular location, the CONTRACTOR shall correct the deficient thickness by adding new surface material, and compact it to the same density as the adjacent surface. The Project Manager shall determine the area to be corrected and the thickness of new material added as specified. Perform all overlaying and compacting at no expense to Lake County. The CONTRACTOR shall replace the full thickness as required by the Project Manager for a length extending at least 50 feet from each end of the deficient area. The minimum thickness for any repair of deficiency shall conform to the layer thickness standards listed under the asphaltic concrete section of these specifications.

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

**2.8 Manholes/Valves:** All manholes and water valves shall be adjusted to within one-half (1/2) inch tolerance by the CONTRACTOR prior to placing asphaltic concrete material. All this of type work shall be in accordance with the Florida Department of Transportation Standard specification for Road and Bridge Construction 2007 Edition Section 425.

**2.9** It is the responsibility of the CONTRACTOR to maintain striping throughout the duration of the project. **Temporary Traffic Stripes and Markings:** The CONTRACTOR shall install all Work Zone Pavement Marking prior to the removal of any traffic control devices. This striping shall be maintained by the CONTRACTOR throughout the duration of the work and shall be in place at the end of each work day. Should it not be possible for the CONTRACTOR to install work zone pavement marking, the CONTRACTOR shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices, to include but not limited to, warning signs, channelizing devices, and delineation so as to indicate the required road user paths in temporary

traffic control zones. If the CONTRACTOR wishes to provide traffic control in another manner they shall submit it in writing and it shall be approved by the Project Manager before it is used.

All striping shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2007 Edition Sections 102-10.1 Work Zone Pavement Marking and Section 710 Painted Pavement Markings. The CONTRACTOR should pay special attention to Section 710-4.3 concerning the retroreflectivity. For work zone markings, ensure that the minimum retroreflectance of white and yellow pavement markings are not less than 150 mcd/lx·m<sup>2</sup>. If the retroreflectivity values fall below the 150 mcd/lx·m<sup>2</sup> value within six (6) months of initial applications, the striping shall be reapplied at the CONTRACTOR's expense.

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

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

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

If the road surface is damaged during the removal process, the CONTRACTOR is responsible to repair the road surface at the CONTRACTOR's expense, to the COUNTY's satisfaction.

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

The CONTRACTOR shall self inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify width, thickness, color and retroreflectivity. The CONTRACTOR shall submit the results to the COUNTY on a reporting form pre-approved by the Project Manager. The COUNTY reserves the right to verify all test results. The COUNTY's test shall be final and binding.

The COUNTY shall review the submitted test results and if the COUNTY deems necessary, conduct their own test on any portion of or possibly all of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The COUNTY shall notify the CONTRACTOR of any deficiencies. The CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

**2.10** Permanent Thermoplastic Pavement Striping and Markings: Before the final acceptance has been made for the project, the CONTRACTOR shall install and pass current reflectivity standards, permanent thermo plastic striping. All permanent striping shall conform to Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2007 Edition Section 711 Thermoplastic Traffic Stripes and Markings.

The CONTRACTOR should pay special attention to Section 711-4.3 concerning the retroreflectivity. All white stripes and markings shall have minimum initial retroreflectivity of not less than 450 mcd/lx·m<sup>2</sup> and all yellow stripes be not less than 350 mcd/lx·m<sup>2</sup>, for all longitudinal lines. All transverse lines, messages and arrows will attain an initial retroreflectivity of not less than 300 mcd/lx·m<sup>2</sup> and 250 mcd/lx·m<sup>2</sup> for white and yellow respectively. All pedestrian crosswalks, bike lane symbols or messages in a proposed bike lane shall attain an initial retroreflectivity of not less than 275 mcd/lx·m<sup>2</sup>. If the retroreflectivity values fall below the specified mcd/lx·m<sup>2</sup> value within six (6) months of initial applications, the striping shall be reapplied at the CONTRACTOR's expense.

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

If the road surface is damaged during the removal process, the CONTRACTOR is responsible to repair the road surface at the CONTRACTOR's expense, to the COUNTY's satisfaction.

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

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

The CONTRACTOR shall self inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify width, thickness, color and retroreflectivity. The CONTRACTOR shall submit the results to the COUNTY on a reporting form pre-approved by the Project Manager. The COUNTY reserves the right to verify all test results. The COUNTY's test shall be final and binding.

The COUNTY shall review the submitted test results and if the COUNTY deems necessary, conduct their own test on any portion of or possibly all of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The COUNTY shall notify the CONTRACTOR of any deficiencies. The CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

Pavement markings are subject to a 180 day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work. The pavement markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage. The Department reserves the right to check the color and retroreflectivity within 30 days prior to the end of the observation period.

Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 180 day observation period.

**2.11** Shoulder Rehabilitation: The CONTRACTOR shall grade and shape the roadside shoulder to provide for positive drainage with a four (4) percent minimum cross slope of the roadway while matching adjacent pavement, curb, sidewalk, and structure grades. These shoulders within this project area shall be reshaped, if necessary to meet the proper slope, a minimum of ten (10) feet, where available, from the edge of pavement. This reshaping/grading shall include both excavation of material to alleviate high shoulder conditions as well as backfill to eliminate any depression areas. All work needed to obtain proper grade shall be compacted to not less than 95% of maximum unit weight as determined by modified proctor test. CONTRACTOR shall supply reports showing sufficient density tests conducted by an approved independent testing laboratory not less than one every 1000 feet at six inches in depth.

All shoulders shall have a smooth surface with a tapered transition into existing adjacent grades. The back slope area into these adjacent grades shall be transitioned into the reshaped shoulder at a minimum of a 3:1 slope. Any areas that cannot be transitioned within the minimum 3:1 slope shall be brought to the attention of the Project Manager. No work shall take place to such area until approval and direction of the Project Manager is provided.

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

For the purposes of change orders, the amount of fill or excavation needed shall be calculated by taking a measurement from the height of the edge of pavement to the existing height of the shoulder every five hundred feet (500') for the entire length of the area needing restoration. An average of these of these measurements shall then be multiplied by the length of the area and the width from the edge of pavement to determine the total cubic yards. The unit cost per cubic yard for shoulder restoration shown on the bid sheet shall be all inclusive for the removal of spoils or the addition of clean soil and shall include but not be limited to the following items: mobilization/demobilization, traffic control, excavation or filling operations and equipment, labor, sod, and any other incidental charges associated with the operation. Any spoils created from the shoulder rehabilitation shall become the property of the CONTRACTOR unless otherwise noted on the Notice to Proceed. It shall be the responsibility of the CONTRACTOR to properly dispose of these spoils at no expense to the COUNTY.

**2.12** Sod and Grasses: All disturbed areas within the project area have sod laid length ways and parallel with the pavement. All joints shall be overlapped by six (6) inches. All sod shall be of a consistent type with the grass of the adjacent area. Should no grass exist on surrounding area, Bahia sod shall be used. The top elevation of the sod mat shall match the top elevation of the adjacent pavement. It shall be the CONTRACTOR's responsibility to insure that the adjacent ground is at the proper grade before laying the sod. The CONTRACTOR shall either remove any high areas or supply a good soil for any low areas to achieve the proper grade. Any sod exceeding or not meeting this elevation shall be rejected and replaced at the proper height at the CONTRACTOR's expense.

All sod shall be watered by the CONTRACTOR until established. Established shall be described as the root has grown into the ground on which the sod has been installed. Any dead grass shall be replaced at the CONTRACTOR's expense. At no time shall the graded area be allowed to be without sod for more than twenty four (24) hours from the grading operation. Any areas left overnight with no sod or any other form of a drop off from the edge of pavement shall be clearly marked by the CONTRACTOR with either lighted barricades.

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

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

- 2.13** Public Notification of Work: The CONTRACTOR shall be required to utilize Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670) for public notification of work. One (1) board shall be placed at each end of the project.

When a CONTRACTOR is required to install a Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670), it shall be located at each end of the proposed work zone, unless directed otherwise by the Project Manager, One (1) week prior to construction and throughout all construction in order to inform residents and roadway users of the impending construction. The PCMS shall display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the Portable Changeable (Variable Message Signs shall be charged at the per unit per day price as indicated on item #15 of the bid sheet and shall be included on final notice.

- 2.14** Equipment: The CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If, in the opinion of the Project Manager, the CONTRACTOR has insufficient equipment on the job to satisfactorily complete the work within the required time, the CONTRACTOR shall provide additional equipment as directed by the Project Manager.

All equipment shall be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way; the CONTRACTOR shall remove the equipment from service immediately and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the CONTRACTOR's equipment by the Project Manager shall not relieve the CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the operation of the CONTRACTOR's equipment, nor shall it relieve the CONTRACTOR of the responsibility to meet the established time for the completion of the project.

No storage or service of equipment/material shall take place on private property unless the CONTRACTOR has a letter from the landowner stating that the CONTRACTOR has permission to do so. The CONTRACTOR shall supply the Project Manager with a copy of any such letter before the equipment/material is placed there.

Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

All service and supply operations shall be conducted outside the clear zone unless the CONTRACTOR has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Errors & Omissions
3. Emergencies
4. Compliance with Occupation Safety and Health Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time & Time Extensions
8. Hours of Operation
9. Changes in Work
10. Claims & Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Damage
15. Protection of Existing Structures, Utilities, Work and Vegetation
16. Equipment
17. Sanitation
18. Other Work
19. Bonds
20. Final Inspection
21. Final Acceptance
22. Measurement and Payment
23. Warranty

1. **INTENT OF 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 which have a well known technical or trade

meaning are used to describe work, material 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 specified 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 complementary and to describe and provide for a complete project.
- C. Drawings are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the CONTRACTOR shall be required to comply with the provision which is the more restrictive or stringent requirement upon the CONTRACTOR, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the contract documents.

## 2. **ERRORS AND OMISSIONS**

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

## 3. **EMERGENCIES**

- A. 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, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR's responsible person for supervision for emergencies shall speak

and understand English. The CONTRACTOR shall submit to the Project Manager, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the work site. Included in this list shall be twenty four (24) hour contact phone numbers for all subcontractors, if any, performing work under this Agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

- B. In the event of an emergency affecting the safety or protection of persons or the work or property at the project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Project Manager written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order may be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUS MATERIALS**

- A. CONTRACTOR certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.
- B. Any item delivered under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
1. The chemical name and the common name of the toxic substance;
  2. The hazards or other risks in the use of the toxic substance, including, the potential for fire, explosion, corrosiveness, and reactivity;
  3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances;
  4. The primary route of entry and symptoms of exposure;

5. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
  6. The emergency procedure for spills, fire, disposal and first aid;
  7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information; and
  8. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY will share no responsibility for these costs. A copy of a completed compliance order with local, state, and federal agencies shall be given to the COUNTY.
- D. If any hazardous chemicals or conditions are discovered during the normal work operation, it is the responsibility of the CONTRACTOR to immediately contact the Project Manager with a description and the location of the condition.
- E. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided by the CONTRACTOR.
- F. The Project Manager or other COUNTY representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the COUNTY's representative may have the duty to require the CONTRACTOR to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other COUNTY representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- G. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- H. CONTRACTOR shall be aware that while working for the COUNTY representatives from agencies such as the United States Department of Labor,

Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

- I. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, properly operating amber flashing or white strobe light. All safety devices installed by the manufacturer shall be in place and in proper working order. If the Project Manager determines that equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.
- J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

5. **GENERAL INSPECTION REQUIREMENTS.**

- A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need require the CONTRACTOR to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR'S inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual project.
- B. CONTRACTOR shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Project Manager so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering 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 exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

- C. If during or prior to construction operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to construction operations, the Project Manager rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the CONTRACTOR written notice of the defect. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the CONTRACTOR giving the CONTRACTOR another seven (7) calendar days to correct the defect. If the CONTRACTOR fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the Project Manager will notify the COUNTY so that the COUNTY may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.
- E. Should the CONTRACTOR fail or refuse to remove and renew any defective material 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 COUNTY, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replace, as may be necessary, at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the CONTRACTOR has failed or refused to make, shall be paid for out of any monies due or which may become due the CONTRACTOR, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, but not be limited to, costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.
- F. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

- G. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications. In the event the Project Manager finds the materials or the finished product in which the materials are used not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.
- H. Materials shall be so placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Project Manager, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense.

6. **PROJECT MANAGER**

- A. It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement.
- B. The Project Manager may appoint such assistants and representatives as desired. They will 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 assistants will not be authorized to revoke, alter or waive any requirement of the contract documents.
- C. Project Manager will be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the contract documents, and will have the authority to reject materials until any questions at issue can be referred to and decided by the Project Manager. The Project Manager shall have the authority to suspend the work only if the COUNTY approves such suspension, if the Project Manager is someone other than the COUNTY. The CONTRACTOR shall be immediately notified in writing by the COUNTY of any suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Project Manager or other assistant will in no way lessen the responsibility of the CONTRACTOR.

- D. Project Manager shall have the authority to order minor changes in the work not involving an adjustment to the contract amount or an extension to the contract time and not inconsistent with the intent of the contract documents. Such changes may be effected by construction directive and shall be binding on the CONTRACTOR.
- E. Project Manager shall have all other duties and responsibilities as set forth in other sections of this contract.

7. **CONTRACT TIME AND TIME EXTENSIONS**

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others shall not be delayed or impaired by any act or omission of any act by the 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 the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.
- C. If the CONTRACTOR complies with the two (2) business days notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the Project Manager's investigation of the delay 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 which impact the CONTRACTOR's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized by Change Order.
- D. Weather events are specifically excluded as excused cause for delay under this CONTRACT and no additional days shall be given for rain days.

E. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the 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:

| <u>Specific Project Amount</u>                            | <u>Daily Charge Per<br/>Calendar Day</u> |
|---|--|
| \$5,000 and under .....                                   | \$ 25                                    |
| Over \$5,000 but less than \$10,000 .....                 | \$ 65                                    |
| \$10,000 or more but less than \$20,000 .....             | \$ 91                                    |
| \$20,000 or more but less than \$30,000 .....             | \$121                                    |
| \$30,000 or more but less than \$40,000 .....             | \$166                                    |
| \$40,000 or more but less than \$50,000 .....             | \$228                                    |
| Over \$50,000 but less than \$250,000 .....               | \$313                                    |
| \$250,000 or more but less than \$500,000 .....           | \$715                                    |
| \$500,000 or more but less than \$2,500,000 .....         | \$1,423                                  |
| \$2,500,000 or more but less than \$5,000,000 .....       | \$2,121                                  |
| \$5,000,000 or more but less than \$10,000,000 .....      | \$3,057                                  |
| \$10,000,000 or more but less than \$15,000,000 .....     | \$3,598                                  |
| \$15,000,000 or more but less than \$20,000,000 .....     | \$4,544                                  |
| \$20,000,000 and over .....                               | \$8,537                                  |
| Plus 0.00027 percent per day for amount over \$20,000,000 |  |

F. COUNTY shall retain from the compensation to be paid to CONTRACTOR the above described sum. 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.

8. **HOURS OF OPERATION**

A. Unless otherwise specified in the technical specifications or on the Notice to Proceed all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received

by the Project Manager no less than forty-eight (48) hours prior to the requested work day. Work on Saturdays may be permitted by verbal approval from the Project Manager. There shall be no night work as part of this project. County Holidays are as follows:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

- B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- C. Under no circumstance will permission be given for work on New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.
- D. When the CONTRACTOR requests and is approved for Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.
- E. At the discretion of the Project Manager, the CONTRACTOR may be required to work non-traditional hours. Non-traditional hours are defined as work between the hours of 5:30 P.M. and 7:00 A.M. Such hours are considered night work and the CONTRACTOR shall be required to operate with light plants and perform Maintenance of Traffic (MOT) in a method appropriate for such operations. If required to perform such work, the CONTRACTOR shall only be permitted to assess the COUNTY the same number of Night Work charges as there are mobilization/demobilization charges for the area requiring such work. Any work performed during non-traditional hours at the discretion of the CONTRACTOR but not at the requirement of the Project Manager shall not be eligible for payment of the Night Work Charges.

On the CONTRACTOR'S pricing sheet, attached hereto as **Exhibit E**, the CONTRACTOR shall indicate the additional cost for night work on a per mile basis. This cost shall indicate any additional costs that the CONTRACTOR may

incur over the cost of the normal day time operations. The CONTRACTOR shall be eligible for reimbursement for night work if required by the Project Manager at the per mile rate shown on the bid sheet.

9. **CHANGES IN WORK**

- A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the COUNTY's Purchasing Policies and Procedures, make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the Change Order, the CONTRACTOR shall commence performance of the work as specified.
- B. The CONTRACTOR shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONTRACTOR performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the CONTRACTOR'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. **CLAIMS AND DISPUTES**

- A. Claims by the CONTRACTOR shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the CONTRACTOR shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

- i. Claims by the CONTRACTOR shall be resolved in the following manner:

Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a COUNTY employee, will forward the claim to the COUNTY. The COUNTY will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will 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.

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.

- ii. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the Project Manager as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.
- iii. Arbitration shall not be considered as a means of dispute resolution.

#### 11. LANDS FOR WORK AND ACCESS THERETO

- A. COUNTY shall 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. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner stating that the CONTRACTOR has permission to do so. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. 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. 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 COUNTY. All costs associated with clean-up and debris removal must be included with the unit price. If the CONTRACTOR fails to clean up the site, the COUNTY may choose to clean up the site at the CONTRACTOR'S expense and deduct the associated costs from the amount due the Contractor.
- C. The CONTRACTOR shall, absent written permission from a private property owner, 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 projects determined by the Project Manager or the COUNTY, with construction equipment or materials. 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. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, construction equipment and machinery and surface materials and shall leave the project site clean and ready for occupancy by the COUNTY.

12. **MAINTENANCE OF TRAFFIC (MOT)**

- A. Maintenance of traffic shall be the responsibility of the CONTRACTOR, be part of the CONTRACTOR's bid price, and shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications)
- B. All costs associated with MOT must be included in the CONTRACTOR's bid price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the F.H.W.A and M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- i. All lane closures shall have the prior approval of the Project Manager.
  - ii. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the work area.
  - iii. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. **UNDERGROUND UTILITIES**

- A. Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. **DAMAGE**

- A. All items damaged as a result of CONTRACTOR or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, COUNTY sign or other property owned by the COUNTY, etc., shall be either repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the COUNTY such as, but not limited to, from utility companies or landowners, which are determined to be the result of damage done by the CONTRACTOR, shall be the responsibility of the CONTRACTOR. COUNTY reserves the right to pay any such claims and deduct such amount from the CONTRACTOR'S invoice. Repairs, or receipt of repairs, will be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the repair is not in accordance with COUNTY standards, the COUNTY shall repair the items and deduct the associated cost from the amount due the CONTRACTOR.
- B. Complaints shall be addressed within forty eight (48) hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The CONTRACTOR shall notify the COUNTY immediately of any complaints given directly to the CONTRACTOR.
- C. If in the course of completing work as part of this contract there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the Project Manager of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the Project Manager.

15. **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 shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The CONTRACTOR shall 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 falling 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. 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 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.
- E. The CONTRACTOR shall not disturb any benchmark established by the COUNTY with respect to the project. If the CONTRACTOR, or its subcontractors, agents or any one for whom the CONTRACTOR is legally liable, disturbs COUNTY benchmarks, the CONTRACTOR shall immediately notify the Project Manager. The COUNTY shall have the benchmarks re-established and the CONTRACTOR shall be liable for all costs incurred by the COUNTY associated therewith. Such costs shall be deducted from any amounts due the CONTRACTOR.

## 16. **EQUIPMENT**

- A. CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the CONTRACTOR has insufficient equipment on the job to satisfactorily complete the work within the required time, the CONTRACTOR shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the CONTRACTOR shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the CONTRACTOR'S equipment by the Project Manager shall not relieve the CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the operation of the CONTRACTOR'S equipment, nor shall it relieve the CONTRACTOR of the responsibility to meet the established time for the completion of the service.
- B. Any equipment left within the right of way shall be outside the clear zone. No equipment shall be parked overnight in the median.
- C. All service and supply operations shall be conducted outside the clear zone. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

17. **SANITATION**

- A. The CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. 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 Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state and local laws.

18. **OTHER WORK**

- A. The CONTRACTOR will cooperate with COUNTY personnel or anyone 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 site or, in the general vicinity of the site by the COUNTY'S own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the CONTRACTOR believes that such performance will involve additional expense to the CONTRACTOR or require additional time, the CONTRACTOR shall send written notice of that fact to the COUNTY and the Project Manager within two (2) business days of being notified of the other work. If the CONTRACTOR fails to send the above required notice, the CONTRACTOR will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The CONTRACTOR shall afford each utility owner and other contractors (or the COUNTY, if the COUNTY is performing the additional work with the COUNTY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.
- D. If any part of the CONTRACTOR'S work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the CONTRACTOR shall inspect and promptly report to the Project Manager, in writing within two (2) business days, any delays, defect or other problems in such other work that renders 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 property for integration with the CONTRACTOR's work.

19. **BONDS**

A. Performance and Payment Bonds shall be provided by the CONTRACTOR in the amount of 100% of the bid amount. Upon award all original Performance and Payment bonds will be submitted to the Contracting Officer for recording of said bonds on the forms approved by the COUNTY. The bonds will be acceptable to the COUNTY only if the following conditions are met.

1. The Surety is licensed to do business in the State of Florida
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State:
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued.
4. The Surety is otherwise in compliance with the Florida Insurance Code.
5. The Surety has a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record a Performance and Payment Bond is: Ten Dollars \$10.00 for the first page and eight dollars and fifty cents (\$8.50) for each additional page. A check shall be submitted by the CONTRACTOR made payable to: Neil Kelly, Clerk of the Court.

The Performance and Payment bonds shall be submitted to the Procurement Service Department, Contracting Officer for recording of said bonds.

20. **FINAL INSPECTION**

A. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon written notice from the CONTRACTOR that the service has been completed (or upon receipt of an invoice), the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the CONTRACTOR if necessary of any deficiencies, if any, with the project. The CONTRACTOR shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time as stated on the notice to proceed, the Project Manager may send out a notification notifying CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the allowed time as stated on the Notice to Proceed.

C. Once the deficiencies have been corrected, the CONTRACTOR shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the CONTRACTOR shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the CONTRACTOR, the Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the CONTRACTOR for this inspection and any re-inspection

that may be required after that. The fee is assessed to offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order

21. **FINAL ACCEPTANCE**

- A. The contract will be considered complete when all work has been completed and has been accepted by the COUNTY and the Project Manager. The CONTRACTOR will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.
- B. 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 its 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, including any fees or costs associated with the additional services of the Project Manager.

22. **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 center line to center line shown on the plans, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Project Manager. 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 Project Manager.
- D. No payment shall be made for either construction over a greater area than authorized, or for material moved from outside of the boundary shown on the plans, except when such work is performed upon instructions of the Project Manager, with the COUNTY'S approval.
- E. No payment shall be made on materials that are stored either on-site or off-site unless approved in advance by the COUNTY. Invoices shall only request payment for those materials that have been incorporated into the work. Determination as to whether the materials have been stored or incorporated into the work shall be solely the COUNTY'S decision.

- F. 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.
- G. Failure to complete any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by the CONTRACTOR to acceptable tolerances at no additional cost to the COUNTY, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

23. **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.

**EXHIBIT D**  
**FLORIDA TRENCH SAFETY ACT**  
**CERTIFICATION AND DISCLOSURE STATEMENT**

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. N/A                              |                           |                 |           |               |
| B.                                  |                           |                 |           |               |
| C.                                  |                           |                 |           |               |
| D.                                  |                           |                 |           |               |
| E.                                  |                           |                 |           |               |
| F.                                  |                           |                 |           |               |

For Information Only, Not for Payment Purposes \$ N/A

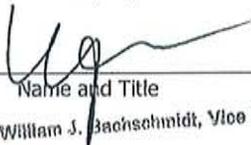
Bidder may use additional sheets as necessary to extend this form. Failure to complete the above may result in the bid being declared non-responsive.

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.

D.A.B. Constructors, Inc  
Company

  
Name and Title  
William J. Bachschmidt, Vice President

Address:

D.A.B. Constructors Inc.  
P.O. Box 1589  
Inglis, FL 34449

Telephone: (352) 447-5400

**EXHIBIT E: CONTRACTOR PRICING**

**10-0035, FULL DEPTH RECLAMATION (FDR) OF EXISTING PAVEMENT  
FOR CEMENT STABILIZED BASE COURSE, INSTALLATION OF CEMENT,  
SHOULDER RESTORATION, AND RELATED SERVICES**

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

- |   |                                |
|---|--------------------------------|
| 1. Full Depth Reclamation                 | \$ <u>7.30</u> per yard        |
| 2. Type Sp 12.5 Recycled installed 1 1/2" | \$ <u>5.60</u> per yard        |
| 3. Shoulder restoration                   | \$ <u>3.20</u> per linear foot |
| 5. Erosion control                        | \$ <u>0.60</u> per linear foot |
| 6. Six inch (6") Work zone striping       | \$ <u>0.66</u> per linear foot |
| 7. Six inch (6)" Thermoplastic striping   | \$ <u>0.94</u> per linear foot |