

# MARION BAYSINGER LIBRARY SEAL COATING, ASPHALT REPAIR, & STRIPING SPECIFICATIONS ADDENDUM 1

## 1. GENERAL

Perform all work in accordance with all applicable codes, local ordinances, and requirements of Lake County.

**The Contractor shall provide all required labor, material, maintenance of traffic (MOT), local and state inspections to provide a 100% completed project.**

## 2. PURPOSE

The purpose of this solicitation is to select a Contractor to make site improvements at the Marion Baysinger Library 756 W. Broad St., Groveland, FL 34736

## 3. MAINTENANCE OF TRAFFIC (MOT)

Maintenance of traffic shall be the responsibility of the Contractor, be part of the 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 (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (866) 374-3368.

All costs associated with MOT must be included with the unit price. If the Contractor does not comply with FHWA and MUTCD (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 and, shall have the prior approval of the applicable governing body.

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.

Prior to the commencement of work the Contractor shall provide a plan for MOT that includes any and all phasing &/or closings. Plan must be approved by the County's Project Manager prior to the commencement of work.

## 4. DESCRIPTION OF WORK

The following work has been added to the project:

- Remove & replace curb ramp to provide maximum running slope of 8.33% and not encroach into access aisle to include yellow Armor Tile detectable warning tile or equivalent equal.
- Remove and replace existing marked concrete sidewalk to provide a cross slope not exceeding 2%. Concrete sidewalk shall be installed to match existing thickness and shall include welded wire mesh. (see concrete
- After the removal of the existing sidewalk all earth shall be compacted. No density test shall be required provided the virgin soil is moist and compacted to the satisfaction of the Lake County Project Manager.

- Upon completion of forming for each upcoming pour, the Contractor will contact the Lake County Project Manager to perform a site visit to review the site for the upcoming pour. No concrete pours will be made without approval from the Lake County Project Manager.
- All concrete work shall be performed in accordance with accepted industry standards and codes for cast-in-place concrete including, but not limited to, temperature recommendations, reinforcing, measuring, transporting, and placing of concrete.
- All concrete that is currently painted shall be painted to match existing.
- All concrete to be replaced shall have a minimum compressive strength of 3000 psi at 28 days.
- All concrete delivery invoices shall be provided to the Lake County Project Manager prior to payment being issued.
- Concrete thickness shall match existing, but at no time be less than 4” (Sidewalks need to meet all ADA requirements)
- Expansion and contraction relief to be provided by the use of bituminous material between old and new concrete and separate pours and saw cuts.
- Expansion and contraction joints shall be spaced no more than 5’ apart.
- Saw cuts shall be made within 4-12 hours after concrete finishing.
- Saw cuts shall have a depth that is equal to 25% of the concrete thickness.
- Concrete shall have a light non-slip broom textured finish.
- Sod shall be installed where damaged to match existing.
- The County’s instruments shall be used to determine ADA compliance.
- The Contractor shall provide an asbuilt survey that clearly shows that new sidewalks meet ADA requirements

## 5. METHOD OF PAYMENT

The Contractor shall be permitted to submit a partial payment invoice after each phase of the work is complete minus 10% retention. Invoices shall be submitted to **Facilities and Fleet Management, 32400 C.R. 473 Leesburg, FL 34788**, after all work has been completed. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and include a copy of the acceptance document that was signed by an authorized representative of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. The Contractor shall also submit with their invoice a completed “Certification of Payment to Subcontractors and Suppliers” form. Failure to submit invoices and certification form in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

## **6. BUSINESS HOURS OF OPERATION**

All work is to be performed after regular County working hours. Regular working hours are Monday through Saturday, 10:00 A.M. to 6:00 P.M. Specific projects may require night and weekend work. At no time shall the Contractor's work interfere with the day-to-day operation of the County's facilities.

## **7. REPAIR**

The Contractor shall repair any areas of the site damaged as a result of the work. This includes, but is not limited to, sod, trees, plants, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials.

## **8. CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

## **9. COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## **10. MATERIAL SAFETY DATA SHEETS (MSDS)**

Any chemical item supplied 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.
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.

Any spillage of hazardous chemicals and/or wastes caused by the vendor must be reported immediately to the proper authority and the County's Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor 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.

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

The County's 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 vendor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the County's Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

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

The vendor 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.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents. 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 Vendor's Superintendent unless otherwise designated in writing to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the vendor.

## **11. LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

## **12. QUANTITIES**

No guarantee is expressed or implied as to quantities or dollar amounts that will be used for this project. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

## **13. EMPLOYEES**

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, shall be fully responsible for the performance of his organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site.

## **14. DRESS CODE**

The Contractor shall maintain a dress code for their employee's with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed.

## 15. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. He shall also designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

## 16. LIQUIDATED DAMAGES

The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if work is not completed within the specified time frame. 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 are as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per 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

Any Contractor that is in default for not completing the work within the time specified, at the option of the County, may not permitted to perform work for the County until the project is complete and the liquidated damages sum is satisfied.

## 17. SANITATION

The Contractor shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the 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 County's Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state and local laws.

## 18. WARRANTY

All work performed under this contract shall be warranted for a minimum period of two (2) years for the materials and labor from the completion of the project and acceptance by the County.

In the event that any of the listed deficiencies occur within the warranty period the Contractor will recoat with the specified material the affected area at no cost to the County.

It is the Contractor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The Contractor shall provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified herein. The Contractor shall complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified herein. The Contractor shall repair said areas within thirty (30) calendar days from notification by the County.

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