

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND**

**AND**

**ROADWAY MANAGEMENT, INC.**

**FOR**

**MICRO-SURFACING, CRACK SEALING AND RELATED SERVICES  
PROJECTS NOT EXCEEDING 450,000 SQUARE YARDS PER YEAR**

**ITB 11-0418**

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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 Roadway Management, Inc., a Florida corporation, hereinafter the CONTRACTOR.

### **Recitals**

**WHEREAS**, the COUNTY has publicly submitted for procurement of services for a firm to assist the COUNTY with Micro-surfacing, Crack Sealing, 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 by reference.

### **Article 2. Purpose**

2.1 The purpose of this Agreement is for the CONTRACTOR to assist the COUNTY with micro-surfacing, crack sealing, 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 on micro-surfacing, crack sealing, and related services. The general Scope of Services is attached hereto and incorporated herein by reference as **Exhibit A** and the Technical Requirements are 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 on the Pricing Section incorporated herein by reference as **Exhibit E** and the Project Sheet Form 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 Project Sheet form 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 quantities and/or the

specifications may be modified by a Modification of Contract and Change Order. For such items to be effective and binding, any and all such Modifications of Contract and 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 an open quantity contract. The COUNTY shall not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement. Any contract entered into can be any quantity up to the maximum allowed per the annual basis. The Contractor shall service all areas ordered by the Project Manager, and the contract shall be binding only for the actual quantities ordered.

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.

A. The CONTRACTOR shall have sixty (60) calendar days to complete the Crack Seal portion of the work from the date stated on the "Notice to Proceed". 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.

B. The CONTRACTOR shall have ninety (90) calendar days to complete the Micro-Seal portion of the work from the date stated on the "Notice to Proceed". If the CONTRACTOR fails to have the project completed by the specified time, the COUNTY may apply liquidated damages.

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. 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 insurance throughout the term of this Agreement.

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 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 its 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 Project Sheet. 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 schedule to the Project Manager showing the daily locations to be worked. The CONTRACTOR shall contact the Project Manager by telephone, fax, or e-mail (preferred method) no later than 9:00 a.m. of each work day to report the locations completed the previous day and the anticipated work for the upcoming day. 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. The CONTRACTOR shall maintain coordination with the Project Manager at all times. Either party may request and be granted a conference within two (2) business days of the request.

3.10 E-Verify. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of (1) all persons employed by the CONTRACTOR during the term of the contract to perform employment duties within Lake County; and (2) all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

#### **Article 4. Payment**

4.1 Lump Sum. CONTRACTOR pricing shall be as specified in **Exhibit E**, attached hereto and incorporated herein by reference. Payment for each individual project will be based upon the LUMP SUM cost agreed upon and identified in the fully executed Project Sheet. 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 specific to each location, 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.

Address for invoicing: Attn: John Bringard, Senior Contracting Officer, Lake County Public Works, 28127 CR 561, Tavares, FL 32778.

4.4 Unit Prices. CONTRACTOR shall be compensated at the unit price specified on the Project Sheet issued for each individual project. Unit Prices are specified in the CONTRACTOR'S bid tabulation sheet (EXHIBIT E).

4.5 Price Redetermination – Fuel. If the below-identified price index for fuel (gas and/or diesel as applicable to the CONTRACTOR's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the CONTRACTOR may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/bulk\\_fuel\\_gasoline\\_and\\_diesel](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel) for unleaded gas, Florida PAD 1, Orlando.

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is

requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ( $0.12 / 0.10$ ). The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

4.6 Certification of Payment to Subcontractors/Materials Suppliers. Prior to final payment to the CONTRACTOR on projects which **DO NOT** require a performance and payment bond, 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 twelve (12) months, beginning on the date of final execution of this Agreement. Prior to, or upon completion, of the initial term of the contract, the COUNTY shall have the option to renew this agreement for an additional four (4) one (1) year periods. The COUNTY will notify the CONTRACTOR within thirty (30) days prior to the end of the current contract term of the intent to renew. The COUNTY reserves

the unilateral right to extend a 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 Assignment. This Agreement shall not be assigned 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 or assignment 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. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the County prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the County may result in termination of the contract for default.

6.4 Insurance. The 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 selected 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:

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:

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

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

Combined Single Limit	\$1,000,000
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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.

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

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.

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.

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

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.

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

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.

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.

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.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

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, commissioners, 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 hindrance or delay 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 in resulting from the services provided herein.

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 or services 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 or services. 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 or services to the primary contractor, another contractor based on the lowest price quoted, or to acquire the items or services 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 Contracting Officer.

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. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

#### **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 The invalidity or unenforceability of any 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.

7.9 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

Roadway Management, Inc.  
Jeff Roberts, President, CEO  
1936 Lee Road, Ste. 105  
Winter Park, Florida 32789

If to COUNTY:

Road Operations Division  
28127 CR 561,  
Tavares, FL 32778

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

## **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

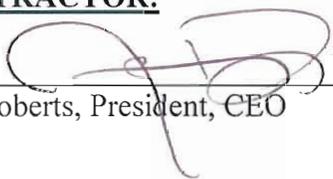
contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

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 | Project Sheet Form           |
| Exhibit E | Contractor Pricing           |

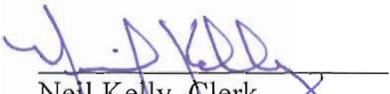
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 20 day of September, 2011 and by CONTRACTOR through its duly authorized representative.

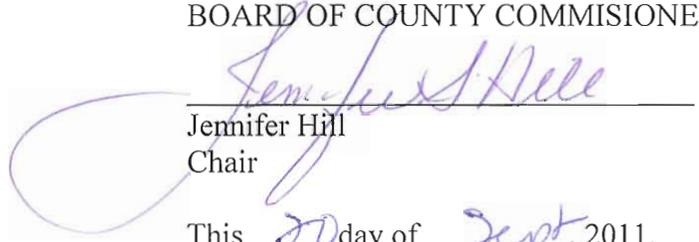
**CONTRACTOR:**

  
\_\_\_\_\_  
Jeff Roberts, President, CEO

ATTEST:

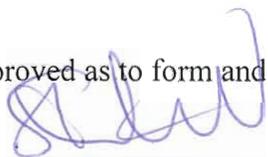
LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

  
\_\_\_\_\_  
Jennifer Hill  
Chair

This 20 day of Sept, 2011.

Approved as to form and legality:

  
\_\_\_\_\_  
Sanford Minkoff  
County Attorney

## EXHIBIT A: SCOPE OF SERVICE

### MICRO-SURFACING, CRACK SEALING, AND RELATED SERVICES PROJECTS NOT EXCEEDING 450,000 SQUARE YARDS PER YEAR

The purpose of this Agreement is to secure a CONTRACTOR to do Micro-Surfacing, Crack Sealing, and related services for roads within Lake County.

The CONTRACTOR shall be well versed and experienced with the current processes to apply a smooth mixture of polymer-modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed and spread on a paved surface in accordance with the specifications and as directed by the Project Manager. The CONTRACTOR shall have the ability to complete up to an estimated 450,000 square yards per year.

The estimated quantities cited on the bid tabulation sheet are only estimates and the COUNTY may use any quantities to best suit the needs that may arise throughout the term of this Agreement. The CONTRACTOR is advised that any variance between estimated and actual quantities will not be considered cause for any adjustment in contract pricing or billing.

The Procurement Services Office shall issue a Purchase Order based on the Project Sheet Form, incorporating the price for the work to be done. The COUNTY shall issue a Notice to Proceed to the CONTRACTOR who shall then commence work.

The specifications to govern all work being performed are the standard specifications as defined in this agreement unless otherwise noted on the COUNTY accepted quote. All estimates shall include cost items to perform work as specified.

**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. The 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.

**Project Sheet** – The COUNTY shall supply the CONTRACTOR with a Project Sheet. This form shall include items such as, but not limited to, the road name, estimated square yardage, and striping requirements. No work shall begin until the Project Sheet 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,” 2002 (or latest edition), or FDOT “MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS,” 2002 (or latest edition), and all supplemental specifications thereto. Pavement Marking specifications shall use FDOT “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,” 2010 edition (or latest edition).

## EXHIBIT B: TECHNICAL REQUIREMENTS

### Section 1. CRACK FILLING/SEALING

#### 1.1 Description

All cracks within the specified area that are one quarter ( $\frac{1}{4}$ ) inch or greater shall be properly prepared and sealed.

#### 1.2 References

All reference standards and specifications shall be the current issue or latest revision at the first date of tender advertisement. These specifications herein are in addition to the following standards, specifications or publications listed below:

- ASTM D-5329: Standard Test Method for Sealants and Fillers, Hot-Applied, For Joints and Cracks in Asphaltic and Portland Cement Concrete Pavements.
- ASTM D36: Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
- ASTM D3111: Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- ASTM D113: Standard Test Method for Ductility of Bituminous Materials
- ASTM D-2669: Standard Test Method for Apparent Viscosity of Petroleum Waxes Compounded with Additives (Hot Melts)
- ASTM D4: Standard Test Method for Bitumen Content
- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

#### 1.3 Submittals

- a) The CONTRACTOR shall submit to the Project Manager the specifications sheets along with the manufacturer's suggested installation procedures of the type of crack seal that is to be used.
- b) A log sheet shall be maintained during the crack seal operations. The original of this log sheet shall be supplied to the Project Manager. A minimum of the following information shall be recorded:
  - i. Date, time and amount added to the melter. The lot number from each box added shall be also recorded.
  - ii. Road name, date, time application process starts, amount installed, time application process ends.
  - iii. Weather conditions.
- c) The CONTRACTOR shall supply the Project Manager with tickets and the corresponding actual lot numbers removed from the boxes, showing the amount of gallons used for each road.

- d) A log of all herbicides, if any, shall be kept and a copy shall be supplied to the Project Manager within one (1) week of spraying. This log shall include the type of material, mixture rate, application rate, location, date, and time of application.

#### 1.4 Materials

- a) **Crack Seal:** Crack sealer product shall be Crafcro PolyFlex Type 3, product # 34521 or equivalent. It shall be an asphalt based product designed to be used to fill cracks and joints in asphalt. It shall have the ability to seal out water.
- b) **Blotting Material:** If required the blotting material shall be an aggregate such as cement dust, Crafcro Detack or equivalent, or other cover aggregate approved by the Project Manager.

#### 1.5 Equipment

- a) **Crack Sealant Application Equipment:** Equipment used to install the sealant into the cracks shall be as specified by the manufacturer and shall have the ability to maintain the proper temperature of the sealant throughout the sealing process. This heating unit shall be a jacketed double boiler melter and shall be equipped with an agitation system. The applicator hose shall have a recirculation system or be equipped with a temperature controlled heating system. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints.
- b) **Compressor:** The compressor shall be 75 C.F.M. capacity, or more, to ensure an adequate supply of air to effectively clean the joints. Any pneumatic tool lubricator must be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines.
- c) **Hot Compressed Air Equipment:** A hot compressed air lance shall be used to clean, dry and pre-heat cracks prior to applying sealant. The air lance shall consist of a compressor propane system providing a high temperature, high velocity blast of air.
- d) **Crack Cleaning Equipment:** Cleaning of excess debris shall be done by means of power sweepers, hand brooms, or air brooms.

#### 1.6 Work Methods

- a) **Weather:** No sealant shall be installed unless the ambient and pavement temperature are 40° and rising. There shall be no fog and no chance of rain. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues. If rain or fog delays the sealing operation, the cracks shall be allowed to dry and shall have additional cleaning as required to remove any debris that may have been washed into the crack by rain. The cracks shall be completely dry before the seal treatment can resume. The Contractor may use the Hot Compressed Air Lance method of cleaning and drying the cracks with the approval of the Project Manager. Care shall be taken to not overheat the existing asphaltic concrete surface if this method is used.
- b) **Surface Preparation:** Prior to starting any application process the CONTRACTOR shall be responsible for removing any existing dirt and vegetation that is on the asphalt. The CONTRACTOR shall be responsible for removing the dirt and vegetation three (3) inches from the edge of the pavement.

- c) **Crack Cleaning:** All cracks and joints shall be cleaned free of all deleterious materials, including any dust, old sealant, incompressible, and organic material. When vegetation exists in the cracks and joints, it shall be removed by either using propane torch or treated with an herbicide that sterilizes the soil. The method of removal is subject to the approval of the Project Manager. If an herbicide is used it shall be applied according to the manufacturer's specifications and shall be applied ahead of the operations so that the weed is totally browned. The applicator of the herbicide shall have the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the Project Manager upon request. A log of all herbicides shall be kept as specified in the section 1.3 Submittals and a copy shall be supplied to the Project Manager. All cracks are to be clean and are sufficiently dry before any crack sealing material is applied. All cracks shall be blown clean by high pressure air. All old material and other debris removed from the cracks shall be removed from the pavement surface immediately. Any cracks that are not sealed the same day they are prepared shall be blown out with compressed air before the sealing operation continues.
- d) **Sealant Heating:** The temperature of the sealant shall be heated and maintained using the manufacturer's recommended procedures. The sealant compound shall be melted slowly with constant agitation until it is in a lump-free, free-flowing state, within the temperature range recommended by the manufacturer for application. Care shall be taken to insure that the sealant is not heated above the manufacturer's recommended maximum temperature or for longer than the recommended application life. The Project Manager shall have the right to reject the product if it is determined that this has occurred.
- e) **Sealant Application:** The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. The sealant shall be installed so that it is recessed approximately one eighth (1/8) inch below the pavement surface to prevent tracking. A squeegee may be used to remove excess sealant from the pavement surface when a crack is overfilled. At no time shall the sealant be in excess of one sixtieth (1/16) inch above the adjacent surface and shall extend no more than one (1) inch from the crack edges.
- f) **Blotting Application:** When traffic requires immediate use of the roadway, a blotting material shall be broadcast or sprayed over the fresh sealant to prevent it from being picked up and tracked. Any excessive or spilled sealer shall be removed by the CONTRACTOR using approved methods.
- During the period of construction and the warranty period the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the COUNTY from all such claims. Claims not handled by the CONTRACTOR or their representative in the proper manner, will be settled by the COUNTY. The COUNTY shall recover all costs from the CONTRACTOR.

The CONTRACTOR shall be responsible for any claims of tracking as part of this specification. If there is a claim the CONTRACTOR shall be responsible for:

- 1) Applying more blotting material as necessary.
- 2) Address the tracked material by either removing or repairing the object that was affected.

### **1.7 Method of Measurement.**

The measurement shall be made in amount of gallons of crack seal applied to the road, and shall be supported by the submittals as outlined in Section 1.3 Submittals, paragraph b. The amount of crack sealer shall be reported and invoiced for each road.

### **1.8 Basis of Payment.**

Crack Sealing shall be based on a price per gallon. The unit price as shown on the Bid Sheet "Sealing" or "Routing and Sealing" shall be all inclusive to include cleaning, sealing, traffic control, and any other incidentals required to provide the COUNTY with a final product that will meet the specifications as described in the crack sealing section. All invoices shall contain the purchase order number, invoice date, itemized work detail including the amount of product applied to each road, date of service specific to each location, appropriate retention, 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.

### **1.9 Deficiencies and Repairs**

- a) Where the sealant subsides in the crack by more than 1/8 inch below the adjacent pavement surface, except where the pavement will be immediately overlaid, the surface of the sealant shall be cleaned and topped up.
- b) The sealant shall be removed, the routed crack rerouted at the Project Manager's discretion, and resealed if any of the following occur:
  - i) the sealant contains imbedded foreign material other than dusting material;
  - ii) the sealant contains entrapped air bubbles;
  - iii) the sealant has de-bonded or pulled away from the crack; or
  - iv) the sealant has been excessively heated.

## **Section 2. MICRO-SURFACING**

### **2.1 Description**

This section describes the requirements for the installation of micro-surfacing and related services.

The micro-surfacing shall be applied after the proper cure time of the crack seal. This time shall be per the manufacturer's specifications but shall be no less than three (3) months. The

CONTRACTOR and the COUNTY shall mutually agree upon the start date of the micro-surfacing.

The mix should be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses and surfaces) which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. The end product should maintain a friction-resistant surface (high wet friction co-efficient) in variable thick sections throughout the service life of the Micro-Surfacing. The mix is to be a quick-traffic system, meaning that it will be able to accept traffic per the manufacturer's specifications. The amount of time will vary from job to job and must be evaluated on an individual job basis. The CONTRACTOR shall determine when the road is to be opened. Proper traffic control shall be maintained for the duration of the road closure.

## 2.2 References:

- \* ASTM D2440 Standard Test Method for Oxidation Stability of Mineral Insulating Oil
- \* AASHTO T53 Flash Point
- \* ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring-and-Ball Apparatus)
- \* AASHTO T49 Testing Long Term Pavement Performance
- \* ASTM D2397 Asphalt Paving Surface Treatment
- \* ASTM C117 Standard Test Method for Materials
- \* ASTM C136 Standard Test Method for Sieve Analysis of Fine and Course Aggregates
- \* ASTM D75 Standard Practice for Sampling Aggregates
- \* ASTM D6372-99a Standard Practice for Design, Testing and Construction of Micro Surfacing
- \* ASTM D450 Specification for Coal-Tar Pitch for Roofing
- \* ASTM C244 Test Method for Chemical Analysis of Magnesium Sulfate
- \* ASTM C2397 Test Method Softening Point by the Use of Ring and Ball
- \* ASTM D2170 Test Method for Kinematic Viscosity
- \* ASTM D2419 Test Method Sand Equivalent Value
- \* ASTM C88 Test Method for Soundness of Aggregate by use
- \* ASTM C131 Test Method for Resistance to Degradation
- \* ASTM D1560 Test Method of Resistance to Deformation
- \* AASHTO M208 Asphaltic Materials
- \* AASHTO T59 Test Method for Requirements Viscosity
- \* AASHTO T176 Test Method for Sand Equipment
- \* AASHTO T104 Soundness Aggregate by use of Sodium Sulfate
- \* AASHTO T96 Maximum percentage of Wear
- \* AASHTO T27 Sieve Analysis of fine and course aggregates
- \* AASHTO T40 Design and Construction Specifications
- \* AASHTO T11 Aggregate by Washing
- \* FDOT Index 670 Motorist Awareness
- \* AASHTO T2 Sampling of Aggregates
- \* ISSA TB-139 Development of wet cohesive strength
- \* ISSA TB-109 Test Description Guidelines
- \* ISSA TB-114 Progress Report
- \* ISSA TB-100 Surface Treatment for Existing Payments
- \* ISSA T100 Specifications for Slurry Seal

* ISSA T113	Mix Characteristics
* ISSA TB-140	Marshall Stability Test
* ISSA T144	Slurry Seal Mixes
* ISSA T148	Wet Stripping Test
* ISSA T147	Test Slurry Seal
* ISSA T144	Wet Stripping Test
* ISSA T113	Specifications for Slurry Seal

### 2.3 Submittals

The following shall be supplied to Lake County:

- a) Before the work commences, the CONTRACTOR shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by an *independent laboratory* which has experience in designing Micro-Surfacing and with the approval of Lake County. After the mix design has been approved, no substitution will be permitted, unless approved by the Project Manager. The International Slurry Seal Association (ISSA) can provide a list of laboratories experienced in Micro-Surfacing design.
- b) The supplier name and contact information, tickets, and bill of lading for:
  - i) Emulsion
  - ii) Surfactant
  - iii) Latex
  - iv) Aggregate; include the mine that it originated at.
- c) Log of activity shall include but not be limited to the following:
  - i) Date and time of installation
  - ii) Road name
  - iii) Tanker number from where the emulsion originated
  - iv) Square yards completed
  - v) Amount of product installed

### 2.4 Materials

- a) The emulsified asphalt shall be a quick-traffic, polymer-modified asphalt emulsion conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CSS-1H. The cement mixing test shall be waived for this emulsion. The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process. The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The minimum amount required will be based on asphalt weight content and will be certified by the emulsion supplier. Three percent (3%) polymer solids, based on asphalt weight, shall be considered the minimum. If the job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use, the five-day (5) settlement test may be waived.
- b) When tested according to the following tests, the emulsion shall meet the requirements of AASHTO M208 or ASTM D2397 for CSS-1h,

<b>AASHTO TEST #</b>	<b>ASTM TEST #</b>	<b>QUALITY</b>	<b>SPECIFICATION</b>
<b>AASHTO T59</b>	<b>ASTM D244</b>	<b>Residue after Distillation</b>	<b>62% Minimum</b>

c) **ASTM TEST NO. QUALITY SPECIFICATION**

**AASHTO T59 ASTM D244** Residue after Distillation 62% Minimum. The temperature for this test should be held below 280°F (138°C). Higher temperatures may cause the polymers to break down.

<b>AASHTO TEST #</b>	<b>ASTM TEST #</b>	<b>Test on Residue</b>	<b>Specification</b>
AASHTO T53	ASTM D36	Softening Point	135°(57°C) Minimum
AASHTO T49	ASTM 2397	Penetration at 77° (25°C)	40 -90 *
	ASTM 2170	Kinematic Viscosity @ 275°F (135VC)	650 cSt/sec. Minimum °F

\*Climate conditions should be considered when establishing this band

- d) Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design. A copy of this shall be supplied to the County Project Manager.

## 2.5 Aggregate

The mineral aggregate used shall be of the type and grade specified for the particular use of the Micro-Surfacing. The aggregate shall be crushed granite. The material shall be free from foreign matter and other deleterious substances. To assure the material is totally crushed, 100 percent of the parent aggregate will be larger than the largest stone in the gradation to be used.

## 2.6 Quality Tests.

Tests shall be conducted according to the following tests, the aggregate should meet these minimum requirements of the following table:

<b>AASHTO TEST #</b>	<b>ASTM TEST #</b>	<b>Test on Residue</b>	<b>Specification</b>
AASHTO T176	ASTM D2419	Sand Equivalent	65 Minimum
AASHTO T104	ASTM C88	Soundness	15% Maximum using NA <sub>2</sub> SO <sub>4</sub> Or 25% Maximum using MgSO <sub>4</sub>
AASHTO T96	ASTM C131	Abrasion Resistance	30% Maximum

The abrasion test is to be run on the parent aggregate. The aggregate should meet state-approved polishing values. Proven performance may justify the use of aggregates that may not pass all of the above tests.

## 2.7 Grading

- a) When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within one of the following bands:

SIEVE SIZE	TYPE II PASSING PERCENT PASSING	STOCKPILE TOLERANCE
3/8 (9.5 mm)	100	
# 4 (4.75 mm)	90 – 100	± 5%
# 8 (2.36 mm)	65 – 90	± 5%
# 16 (1.18 mm)	45 – 70	± 5%
# 30 (600 um)	30 – 50	± 5%
# 50 (330 um)	18 – 30	± 4%
#100 (150 um)	10 - 21	± 3%
#200 (75 um)	5 – 15	± 2%

- b) The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted (this shall be the gradation that the mix design is based on), then the percent passing each sieve shall not vary by more than the stockpile tolerance shown in the above table for each individual sieve, and still remain within the gradation band. It is recommended that the percent passing shall not go from the high end to the low end of the range for any two consecutive screens. The aggregate will be accepted at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted based on five gradation tests according to AASHTO T2 (ASTM D75). If the averages of the five tests are within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out, the CONTRACTOR will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification. Materials used in blending must meet the quality tests before blending and must be blended in a manner to produce a consistent gradation. If blending is used, it will require that a new mix design be performed. Screening shall be required at the stockpile prior to delivery to the paving machine if there are any problems created by having oversize material in the mix.

## 2.8 Mineral Filler

Mineral filler, if required, shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the Micro-Surfacing is being placed if it is found to be necessary for better consistency or set times.

## 2.9 Water

The water shall be potable and free of harmful soluble salts or reactive chemicals and any other contaminants. The water shall be of such quality that the asphalt will not separate from the emulsion before the micro-surfacing is in place on the surface. If necessary for workability, a set-control agent that will not adversely affect the micro-surfacing may be used.

## 2.10 Additives

Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

## 2.11 Mix Stability

The Micro-Surfacing shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate. Under no circumstances shall water be sprayed directly into the lay-down box while laying micro surfacing material.

## 2.12 Mix Design:

- a) The CONTRACTOR shall submit to the Project Manager for approval a complete mix design prepared and certified by a laboratory. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that the CONTRACTOR will provide on the project. Recommended tests and values are as shown in the following table:

ISSA TEST NO.	DESCRIPTION	SPECIFICATION
ISSA TB-139	Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm Minimum or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Adhesion	50 g/ft <sup>2</sup> Maximum (538 g/m <sup>2</sup> Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
ISSA TB-100	Wet-Track Abrasion Loss One-hour Soak  Six-day Soak	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum  75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> )

		Maximum
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The wet-track abrasion tests are used to determine the minimum asphalt content and resistance to stripping. Some systems require longer times for the asphalt to adhere to the stone. In these systems, a modified Marshall Stability Test (ISSA TB-140) or Hveem Cohesimeter Test (ASTM D 1560) has been used to confirm asphalt content.

ISSA TEST NO	DESCRIPTION	SPECIFICATION
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 25 Pounds (11.34 kg)	5% Maximum  2.10 Maximum
ISSA TB-144	Classification Compatibility	11 Grade Points Minimum (AAA, BAA)
ISSA TB-113	Mix Time @ 77oF (25oC)	Controllable to 120 Seconds Minimum

- b) The mixing test shall be used to predict how long the material can be mixed in the machines before it begins to break and shall be used by the CONTRACTOR for quality of the end product. The mixing test and set-time test should be checked at the highest temperatures expected during construction.
- c) The mix design should report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (minimum and maximum), water (minimum and maximum), additive usage, and polymer-modified asphalt emulsion based on the dry weight of the aggregate.
- d) All the component materials used in the mix design shall be representative of the materials proposed by the CONTRACTOR to be used on the project. The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during construction, based on field conditions. The Project Manager will give final approval for all such adjustments.
- e) The completed mixture, after addition of water and any set-control agent, shall be such that the micro-surfacing mixture has proper workability and (a) will permit a traffic flow without pilot-car-assisted traffic control on the micro-surfacing within one hour after placement, and (b) will prevent development of bleeding, raveling, separation or other distress within 15 days after placing the micro-surfacing. However, when ambient temperatures are below 77°F traffic may not be permitted on the micro-surfacing until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the CONTRACTOR and the Project Manager and shall meet manufacturer's specifications.

Component Materials	Limits
Residual Asphalt	5.5 to 10.5% (5) by dry weight of aggregate
Mineral Filler	0.0 to 3% by dry weight of aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additives	As Needed
Water	As required to produce proper mix consistency

### 2.13 Equipment

- a) The machine shall be specifically designed and manufactured to lay Micro-Surfacing. The material shall be mixed by a Micro-Surfacing mixing machine, which shall be able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, control setting additive, and water to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls. It shall be the option of the CONTRACTOR to use a continuous-flow mixing machine or a truck-mounted machine.
- b) Individual volume or weight controls for proportioning each material to be added to the mix (i.e. aggregate, mineral filler, emulsified asphalt, additive, and water) shall be provided and properly marked. These proportioning devices are used in material calibration and determining the material output at any time.
- c) Mixture shall be agitated and spread uniformly in the surfacing box by means of twin shafted paddles or spiral augers fixed in the spreader box. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry. A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box.
- d) Each mixing unit to be used in the performance of the work shall be calibrated in the presence of the Project Manager prior to construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine metering devices. No machine will be allowed to work on the project until the calibration has been completed and/or accepted.

### 2.14 Work Methods

- a) **Weather Limitations:** Micro-Surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, No Micro-Surfacing shall be applied when there is the possibility that the finished product

will freeze within 24 hours. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

- b) **Notification:** All homeowners and businesses affected by the construction shall be notified by the CONTRACTOR at least one (1) week and again one (1) day in advance of the surfacing. Door hangers shall be used for the notification. Pre-approval by the Project Manager of this notification is required before it is placed. Suitable signs may also be posted prior to the surfacing. Should work not occur on the specified day, a new notification shall be distributed to all residents effected by the delay. The notification shall be in a form of a written posting, stating the time and date that the surfacing will take place.

At the discretion of the Project Manager, the CONTRACTOR may be required to utilize Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670) for public notification of work.

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, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS shall display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), daily hours of closure, and temporary speed restrictions. The CONTRACTOR shall be compensated at the per day rate as specified on the bid sheet.

## 2.15 Surface Preparation

- a) Prior to starting any application process the CONTRACTOR shall be responsible for removing any existing dirt and vegetation that is on the asphalt. The CONTRACTOR shall be responsible for removing the vegetation three (3) inches from the edge of the pavement. When vegetation is growing through the surface of the roadway that is being prepared for micro-surfacing, it shall be removed and sterilized by use of propane torch unit eliminating all vegetation, dirt, moisture and seeds. At the option of the CONTRACTOR and with the approval of the Project Manager, an herbicide may be applied prior to the surface treatment application. This shall be applied far enough ahead of the surface treatment application to sufficiently give the vegetation enough time to properly brown so that when completing the final sweeping before surface treatment no vegetation is left. **NO SPOILS** created from the removal of the vegetation shall be left in the adjacent yards. Any unsightly clumped vegetation or debris shall be removed by the CONTRACTOR. No windrows shall be left. The CONTRACTOR shall rake or sweep all material and remove if necessary.

Immediately prior to applying the Micro-Surfacing, the surface shall be cleared of all loose material, silt spots, vegetation, and other objectionable material. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before applying Micro-Surfacing. The Project Manager shall approve the surface preparation prior to surfacing. No dry aggregate either spilled from the lay-down machine or existing on the road will be permitted.

The CONTRACTOR shall be responsible for removing raised pavement markings (RPM). The method of removal shall be left up to the CONTRACTOR'S discretion. Any scaring or damage to the existing surface shall be repaired by the CONTRACTOR at no additional cost to the COUNTY. The Project Sheet will have the current number of RPM's listed so the CONTRACTOR will know how many to remove and replace. If the CONTRACTOR disagrees with the number that is specified on the Project Sheet, they shall contact the Project Manager before any are removed otherwise the specified number shall be replaced.

- b) **Tack Coat:** Tack coat shall not be required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the tack coat should consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The emulsified asphalt should be SS or CSS grade that is compatible with the aggregate. The distributor shall be capable of applying the dilution evenly at a rate of 0.05 to 0.10 gal/yd<sup>2</sup> (0.19 to 0.38 l/m<sup>2</sup>). The tack coat shall be allowed to cure sufficiently before the application of Micro-Surfacing. If a tack coat is to be required, it must be noted in the project plans.
- c) **Handwork:** Areas which cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be hand worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork and the surface shall appear uniform with the machine surface. The same type of finish as applied by the spreader box shall be required. The cost for hand work shall be part of the overall unit price.
- d) **Rate of Application:** The Micro-Surfacing mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average application rate, as measured by the Project Manager, shall be in accordance with that shown in the following table and should be of the same consistency as the original mixture.

Aggregate Type	Location	Suggested Application Rate
Type II Double	Roads	30-35 lb/yd <sup>2</sup>

Application rates are affected by the unit weight of the aggregate.

Micro-Surfacing shall be installed in two full-width passes in place of rut-filling when the rutting or deformation is not severe. The first pass (scratch course) is made using a metal or stiff rubber strike-off and applying only what the surface demands for leveling. The first course shall be applied at a rate of 12 - 15 lb/yd<sup>2</sup>. The second course is applied at 20-22 lb/yd<sup>2</sup>

- e) **Appearance:** There shall be no noticeable differences in the texture or color of the microsurfacing within one (1) hour after the "break" has occurred. The entire road appearance shall be uniform with no variations between pulls or lanes.

- f) **Streaking:** No lumping, balling, or unmixed aggregate shall be permitted. No streaks, such as those caused by oversized aggregate, shall be left in the finished surface. If excess streaking develops, the job will be stopped until the CONTRACTOR proves to the Project Manager that the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than one-half ( $\frac{1}{2}$ ) inch wide and four (4) inches long, or one (1) inch wide and three (3) inches long, in any 27.3 yd<sup>2</sup> area.
- g) **Chatter:** No transverse ripples, chatter, or longitudinal streaks of one-fourth ( $\frac{1}{4}$ ) inch in depth will be permitted. This will be measured by placing a ten (10) foot straight edge over the surface.
- h) **Curb Edge Lines:** Care shall be taken to ensure straight neat lines along curbs and shoulders. No runoff of material or overrun of the spreader box on these areas will be permitted. When necessary, tape shall be placed on the edge of the curb edges within curves to insure a neat line. The Micro-Surfacing should be feathered down at each curb.
- i) **Intersections:** Lines at intersections will be kept straight to provide a good appearance. A suitable material shall be used to mask off the edge of the intersecting streets to provide straight lines. Unless otherwise noted, the micro-surfacing shall be applied to the edge of travel way of the intersecting road. There shall be no more than two (2) inches horizontal variance at any intersection.
- j) **Manholes and Valve Boxes:** Manholes, valve boxes, drop inlets and other service entrances shall be protected from the Micro-Surfacing by a suitable method approved by the Project Manager. Thickness as measured at each of these items shall not exceed the thickness applied on the mainline.
- k) **Center Line and other Joints within the road:** Construct longitudinal and transverse joints to appear neat and uniform without buildup, uncovered areas, or unsightly appearance. The CONTRACTOR shall provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project.
  - a. Place longitudinal joints on lane lines with less than two (2) inch overlap on adjacent passes and no more than one-fourth ( $\frac{1}{4}$ ) inches difference in elevation between the adjacent passes as measured with a ten (10) foot straight edge. Longitudinal joints shall not vary by more than two (2) inch horizontal variance in any 96 feet of length. No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal lines. Half passes and odd-width passes will be used only in minimum amounts. If half passes are used, they shall not be the last pass of any paved area. When possible, longitudinal joints shall be placed on lane lines.
  - b. Transverse joints shall be smooth to avoid creating a bump in the surface. The joint shall have no more than a one-fourth ( $\frac{1}{4}$ ) inch difference in elevation when measured by placing a ten (10) foot straight edge over the joint and measuring the elevation drop-off. The edge shall be kept straight with no

more than one (1) inch variance within twelve (12) feet. If hand work is done to smooth out the surface, there shall be no noticeable difference between the hand worked areas and the machined areas. If the transverse edges are not neat in appearance and meet the above specifications, the CONTRACTOR may be required to use roofing felt to provide a straight edge.

- c. Shoulders and edges shall be kept even with the edge of the road. No excessive runoff or run out shall be allowed.
- l) **Application:** Apply the paving mixture in a manner to fill cracks, shallow potholes, and minor surface irregularities and achieve a uniform surface without causing skips, lumps, or tears. When required, the surface shall be pre-wetted by fogging ahead of the spreader box. The rate of application of the fog spray shall be adjusted during the day to suit temperatures, surface texture, humidity, and dryness of the pavement. The Micro-Surfacing shall be of the desired consistency upon leaving the mixer. A sufficient amount of material shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Overloading of the spreader shall be avoided.
- m) **Clean-up:** All areas, such as walkways, gutters, and intersections, shall have the Micro-Surfacing mix removed as specified by the Project Manager. The CONTRACTOR shall, on a daily basis, remove any debris associated with the performance of the work.

#### **2.16 Method of Measurement**

The method of measurement and payment shall be based on a per square yard (SY) basis of material for the Micro-Surfacing material provided and installed by the CONTRACTOR. All preparation, installation, equipment, labor, and any other incidental cost associated with the service shall be included with the per square yard price.

#### **2.17 Basis of Payment:**

Payment shall be full compensation for furnishing all equipment, materials, labor, maintenance of traffic, mobilization, demobilization, and all incidentals necessary to complete all Micro-Surfacing operations as specified. The CONTRACTOR shall be compensated at the unit price as specified in the CONTRACTOR's bid, less any liquidated damages or inspection fees as assessed.

#### **2.18 Deficiencies and Repairs:**

- a) If any of the microsurfacing material installed is thought to be deficient, the COUNTY may at its option choose to have testing done by an independent laboratory. If from this testing it is determined that the product installed meets the specifications within this contract than the COUNTY shall assume the expense of the tests. If it is determined that the product is deficient and do not meet the requirements of the specifications herein, the CONTRACTOR shall be responsible for the testing.
- b) The CONTRACTOR shall be responsible for repairing or replacing any areas that are found to be deficient in items such as but not limited to proper thickness, flushing, bleeding, de-lamination, edge lines out of specifications.

- c) The CONTRACTOR shall use only Micro-Surfacing for repairs of deficiencies or warranty repairs. Permanent repairs shall be accomplished by applying a full lane width pass over a minimum lineal length of one hundred (100) feet or as directed by Project Manager.

## 2.19 Supplemental Tests

- a) The following are tests that can be used as part of these specifications.

AASHTO TEST #	ASTM TEST #	TEST
AASHTO T2	ASTM D75	Sampling Mineral Aggregates
AASHTO T27	ASTM C136	Sieve Analysis of Aggregates
AASHTO T11	ASTM C117	Material Finer than No. 200 in Mineral Aggregates
AASHTO T176	ASTM D2419	Sand Equivalent Value of Soils and Fine Aggregate
AASHTO T96	ASTM C131	Resistance to Abrasion of Small-size coarse aggregate by use of the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation micro-surfacing material.)
AASHTO T104	ASTM C88	Soundness of Aggregates by use of sodium sulfate or magnesium sulfate

## EMULSIFIED ASPHALT

AASHTO TEST #	ASTM TEST #	TEST
AASHTO T40	ASTM D145	Sampling bituminous materials
AASHTO T59	ASTM C244	Testing emulsified asphalt
AASHTO M208	ASTM D2397	Specification for cationic emulsion

## RESIDUE FROM EMULSION

AASHTO T59	ASTM D244	Residue by evaporation (this test method may have to be modified by using lower temperatures.)
AASHTO T53	ASTM D36	Softening point by the use of ring and ball

AASHTO T49	ASTM C2397	Penetration 3.5 oz (100gm) at 5 seconds 77 °F (25 °C)
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**MIX DESIGN**

AAM TEST #	ISSA TEST #	TEST
ASTM D6372-99a		Standard practice for design, testing and construction of micro-surfacing
	ISSA T100	Test method for wet-track abrasion of slurry seals (this test is used to determine the minimum percent of asphalt in the mix)
	ISSA TB109	Excess asphalt by LWT sand adhesion
	ISSA T113	Mix time
	ISSA T114	Wet stripping test for cured slurry seal mixes
	ISSA T144	Classifications compatibility by use of the Schulze-Breuer
	ISSA T148	Modification of Marshall stability test
ASTM D1560		Hveem Cohesimeter

**Section 3. TRAFFIC STRIPES AND MARKINGS**

- 3.1 The CONTRACTOR shall install all 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 the pavement marking, the CONTRACTOR shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices, to include but not limited to, warning signs, channelizing devices, and delineation so as to indicate the required road user paths in temporary traffic control zones. If the CONTRACTOR wishes to provide traffic control in another manner they shall submit it in writing and it shall be approved by the Project Manger before it is used.
- 3.2 All striping shall comply with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2010 Edition Section 710 Painted Pavement Markings. The CONTRACTOR should pay special attention to Section 710-4.3 concerning the retroreflectivity. For pavement markings, ensure that the minimum retroreflectance of white is 300 mcd/lx·m<sup>2</sup> and yellow pavement marking are not less than 250 mcd/lx·m<sup>2</sup>. If the retroreflectivity values fall below the proper value within six (6) months of initial applications, the striping shall be reapplied at the CONTRACTOR'S expense.

- 3.3 The 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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.

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

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety & Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extensions
8. Hours of Operation
9. Changes in Work
10. Claims and 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 Project Sheet 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 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.

**8. HOURS OF OPERATION**

A. Unless otherwise specified in the technical specifications or on the Project Sheet 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. 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 Saturday, 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 of equipment or materials 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. If the CONTRACTOR fails to clean up the site, the COUNTY may choose to clean up the site at the CONTRACTOR'S expense.
- C. The CONTRACTOR shall, absent of 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**

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.
- F. During the period of construction and the warranty period the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the COUNTY from all such claims. Claims not handled by the CONTRACTOR or their representative in the proper manner, will be settled by the COUNTY. The COUNTY shall recover all costs from the CONTRACTOR.

The CONTRACTOR shall be responsible for any claims of tracking as part of this specification. If there is a claim the CONTRACTOR shall be responsible for:

- 1) Applying more blotting material as necessary.
- 2) Address the tracked material by either removing or repairing the object that was affected.

## 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

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. The vendor to whom an award is made shall duly execute and deliver to the County a Performance and Payment Bond in an amount that represents **100%** of the **bid** amount. The Performance and Payment Bond Form supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice of award. If the vendor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the vendor in default of the contractual terms and conditions. The County shall not accept any offer from that vendor for a twelve (12) month period following such default.
- B. The County shall not accept any offer from that vendor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

- i. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- ii. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.
- iii. For contracts in excess of \$500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

- iv. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
  - v. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.
  - vi. 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.
- C. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.

## 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 project sheet form, 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 Project Sheet.
- 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**

A. 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 for a time period as specified. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the Contract Documents shall be new, except where recycled content is specifically requested, 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. If within warranty period after final completion and acceptance, any work 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.

1. Warranty requirements are addressed as follows:

- a) Project Manager shall notify the CONTRACTOR in writing of any required warranty work.
- b) The CONTRACTOR shall perform all warranty work at no cost to the COUNTY. This includes but is not limited to supplying all material and labor for traffic control, removal of defective materials, and performing all warranty work. As long as written notification is provided within the warranty periods, the CONTRACTOR is obligated to perform warranty work even if the work extends beyond the warranty period. Any warranty work shall be completed in such a manner that meets or exceeds the requirements as required for the original construction.
- c) Repairs shall be made within thirty (30) calendar days from the date of the written notification.

B. The CONTRACTOR shall be responsible for defects in materials including latent defects such as but not limited to debonding /delamination, bleeding, flushing, check marks from automobiles or in the workmanship for the warranty period, after the date of final acceptance of the project by the COUNTY. Upon completion of the final payment date and visual acceptance of the work in accordance with the specifications the maintenance period will begin. During this period any failure including but not limited to areas of de-bonding, tracking or complete loss of

the material shall be repaired or reconstructed at the CONTRACTOR'S expense to the satisfaction of the Project Manager. All material, hauling, traffic control and related work required for repair or reconstruction of unacceptable areas shall be paid by the CONTRACTOR.

C. The CONTRACTOR shall provide to the COUNTY upon final acceptance of the work, a warranty for a period of:

1. Crack Seal one (1) year when not in conjunction with microsurfacing; and
2. Microsurfacing either alone or when in conjunction with crack seal two (2) years



## EXHIBIT E: CONTRACTOR PRICING

SECTION 6 - CONTRACT

ITB Number: 11-0418

### EXHIBIT E: CONTRACTOR PRICING

ITEM #	Description	0-12,000 SQ YD	12,001-25,000 SQ YD	25,001-50,000 SQ YD	50,001-75,000 SQ YD	Over 75,000 SQ YD	Total extended cost
# 1	MICRO	Estimated - 1,000 SY \$ 4,250.00	Estimated - 10,000 SY \$ 335.00	Estimated - 30,000 SY \$ 2.16 SY	Estimated - 60,000 SY \$ 2.00 SY	Estimated - 100,000 SY \$ 2.05 SY	6,273,550.00
	DOUBLE	Total \$ 4,250.00	Total \$ 335.00	Total \$ 94,800.00	Total \$ 184,800.00	Total \$ 305,000.00	<del>6,273,550.00</del> \$ 1,265,550.00
	Mobilization	Estimated 52 \$ 2,000.00 each Total \$ 1,040,000.00	Mobilization shall be included in unit price for the total SY noted on the Notice to Proceed (see specifications "Project Sheet" section)				
		Total extended Double, Micro					\$ 6,26,550.00
# 2	CRACK SEAL	Estimated - 100 Gallons \$ 2,100.00 per Gallon Total \$ 2,100.00	Estimated - 600 Gallons \$ 16.50 per Gallon Total \$ 9,900.00	Estimated - 1,200 Gallons \$ 16.00 per Gallon Total \$ 19,200.00	Estimated - 3,000 Gallons \$ 15.55 per Gallon Total \$ 47,550.00	Estimated - 6,000 Gallons \$ 15.50 per Gallon Total \$ 93,000.00	\$ 171,750.00
	Mobilization	This shall be part of the overall project. No mobilization shall apply.					\$ 0.00
			Total extended Crack Seal				

## EXHIBIT E: CONTRACTOR PRICING CONTINUED

ITEM #	PAVEMENT MARKINGS			Total extended cost
	NOTE- This shall be part of the overall resurfacing project NO mobilization shall apply.	Unit price	Estimated Usage	
# 3	4 inch white line	\$ 0.35 (LF)	1 LF	\$ 0.35
	4 inch yellow line	\$ 0.40 (LF)	1 LF	\$ 0.40
	6 inch white line	\$ 0.40 (LF)	1 LF	\$ 0.40
	6 inch yellow line	\$ 0.45 (LF)	1 LF	\$ 0.45
	8 inch white line	\$ 0.45 (LF)	1 LF	\$ 0.45
	12 inch white line	\$ 1.15 (LF)	1 LF	\$ 1.15
	18 inch white line	\$ 0.90 (LF)	1 LF	\$ 0.90
	18 inch yellow line	\$ 0.90 (LF)	1 LF	\$ 0.90
	24 inch white line	\$ 2.25 (LF)	1 LF	\$ 2.25
	6 inch blue line	\$ 0.40 (LF)	1 LF	\$ 0.40
	Symbol - Single Arrow	\$ 35.00 (EA)	1 EA	\$ 35.00
	Symbol - Combination Arrow	\$ 40.00 (EA)	1 EA	\$ 40.00

## EXHIBIT E: PRICING CONTINUED

Message - School	\$ 15,000 (EA)	1 EA	\$ 15,000
Message – Railroad Crossing	\$ 20,000 (EA)	1 EA	\$ 20,000
Message – Only	\$ 15,000 (EA)	1 EA	\$ 15,000
Message – Merge	\$ 15,000 (EA)	1 EA	\$ 15,000
Message – Stop	\$ 15,000 (EA)	1 EA	\$ 15,000
Message Misc., 4 to 6 letters	\$ 15,000 (EA)	1 EA	\$ 15,000
24 inch white stop bar	\$ 150,000 (EA)	1 EA	\$ 150,000
Special emphasis cross walk 12" X 6' wide	\$ 15,000 (EA)	1 EA	\$ 15,000
Special emphasis cross walk 12" X 10' wide	\$ 20,000 (EA)	1 EA	\$ 20,000
Raised Pavement Markings	\$ 5,000 (EA)	1 EA	\$ 5,000
		Total extended Striping	\$ 367,650

## EXHIBIT E: PRICING CONTINUED

Item # 10	Night Work Charge (per sq yd)	Estimated 1	\$ 0.10 (EA)	Total extended cost \$ 0.10
Item # 11	Portable Changeable (Variable) Message Signs per unit per day	Estimated 1	\$ 25.00 (EA)	Total extended cost \$ 25.00
Total Cost in numbers (Add All Total Extended Cost Together)		\$ 798,492.25		
Total Extended Cost In Words		SEVEN HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS AND SEVENTY-FIVE CENTS		
I have read and completely understand the SPECIAL BIDDING NOTICE section in the specifications				
Name Printed	JEFF ROBERTS, PRES & CEO			
Name Signed				
Date	8/10/2011			