

THIS FORM ISSUED TO:

VOID IF USED BY ANY OTHER CONTRACTOR

BID NO. 18-0920

BIDDING DOCUMENT

LAKE COUNTY
FLORIDA

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

FOR

HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03, BID NO. 18-0920

ROADWAY CONSTRUCTION

Plans Prepared by: Alan W. Kirkland, P.E., Lake County Engineering

Design Division Contact: Alan W. Kirkland, P.E., Lake County Engineering

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

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

NON-MANDATORY PRE-BID CONFERENCE NOTICE

BID NO. 18-0920

HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03

In Lake County, Florida

Non-Mandatory Pre-Bid Conference

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

DATE: May 2, 2018
TIME: 2:00 p.m.

Lake County Emergency Communications and Operations Center
425 West Alfred Street, Tavares, FL 32778

The County will point out specific job conditions which are difficult to describe or show on the Drawings. Questions that require additional clarification will be covered by an addendum which will be issued following the Non-Mandatory Pre-bid conference.

CONTRACT DOCUMENTS

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DIVISION A

INSTRUCTIONS TO BIDDERS

LAKE COUNTY TRANSPORTATION CONSTRUCTION PROGRAM

1. DEFINITIONS

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

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

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

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

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

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

Contingency – A pay item included for usage as directed by the Engineer and for usage under conditions or circumstances unforeseen at the time of contract.

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

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

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

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

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

FDOT – The Florida Department of Transportation.

ID – Inside diameter, or dimension.

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

LCPWD – The Lake County Public Works Department.

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

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

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

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

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

Specifications – The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the contract.

Standard Specifications – FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2018, or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2018, or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2018 (or latest edition), and all supplemental specifications thereto, or otherwise depicted on the construction plans.

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

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

2. BIDS

- A. Sealed bids will be received by the Office of Procurement Services, on behalf of the Lake County Board of County Commissioners, until 2:00 p.m. on May 31, 2018, for the furnishing of all services, labor, materials and equipment for the construction of the following project:

BID NO. 18-0920

HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03

- B. This project consists of re-grading approximately 220 LF existing swale and replacing a failed inlet and approximately 95 LF of associated piping and outfall to Dead River on Lake Harris. Work also includes the installation of a Continuous Deflective Separation unit (CDS) for water quality. Contractor will be responsible for coordination with utilities in the work area.
- C. Plans, specifications and bid forms may be obtained from Design & Print Solutions, Inc. at <http://www.DPS-FL.com/> or at 553 Sheeler Road, Apopka, FL 32703, Phone (407) 703-2536 or at [http://www.lakecountyfl.gov/departments/fiscal and administrative services/procurement services/view all bids.aspx.](http://www.lakecountyfl.gov/departments/fiscal%20and%20administrative%20services/procurement%20services/view%20all%20bids.aspx)
- D. Bids shall be enclosed in a sealed envelope clearly marked "SEALED BID FOR PROCUREMENT SERVICES BID NO. 18-0920, HARRIS ROAD DRAINAGE IMPROVEMENTS, PROJECT NO.2018-03" and mailed or hand carried to the address as specified below. The bidder shall place on the outside of the proposal envelope the name of the firm submitting the proposal.

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

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

If submitting bid by a **THIRD PARTY CARRIER such as Fed-X, UPS, or a private courier**, please send it to: LAKE COUNTY PROCUREMENT SERVICES, MAIL RECEIVING CENTER, 313 BLOXHAM AVENUE, TAVARES, FL 32778.

If submitting bid **IN PERSON**, please bring it to: LAKE COUNTY PROCUREMENT SERVICES, 315 W. MAIN STREET, 4TH FLOOR, ROOM 441, TAVARES, FLORIDA.

- E. All bids shall be received not later than the date and time specified above, at which time they will be publicly opened and read aloud in the Office of Procurement Services, Fourth Floor, Administration Building, Room 441, 315 West Main Street,

Tavares, Florida. A bid will not be considered for award if received in the Procurement Services Office after the official opening date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

- F. Bids may be withdrawn prior to the date of opening, but no bids may be withdrawn for a period of sixty (60) days after the date of opening of bids.
- G. The Board of County Commissioners reserves the right to reject any or all bids, to waive formalities, and to award the contract in the best interest of Lake County, Florida.
- H. Bids which are incomplete, unbalanced, conditional, obscure, or which contain additions not allowed for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the option of the County.
- I. Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if a corporation, the name and addresses of its officers. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent subscribing the name of the corporation, together with his own name and the corporate seal.

3. BID GUARANTEE

- A. All bids must be accompanied by a Bid Guarantee acceptable to the County Attorney, which shall be one of the following; bid bond or letter of credit, in the sum of five percent (5%) of the base bid and made payable to Lake County. Said bid bond or letter of credit shall be a guarantee that should the bid be accepted, the bidder will, within ten (10) days after written notice of the award of the contract, enter into a contract with Lake County for the services proposed to be performed and will at that time furnish an acceptable contract surety. Cash, company, certified or personal checks will not be accepted.
- B. Said instruments and the monies payable thereon, will, at the option of the County, be forfeited if the bidder fails to execute the written contract and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the contract.
- C. Attorneys-in-fact who sign bonds must file with such bond one (1) certified copy of their power of attorney to sign said bond.
- D. All instruments shall have been issued within thirty (30) days of the date for receiving bids.

4. PRE-QUALIFICATION OF CONTRACTOR

This is not a pre-qualification project.

5. CONTRACT SECURITY

- A. The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Division Y, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The Bonds will be acceptable to the County only if the following conditions are met:
1. For contracts that do not exceed \$500,000.00, the Surety Company:
 - a. is licensed to do business in the State of Florida;
 - b. holds a certificate of authority authorizing it to write surety bonds in this state;
 - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
 2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the contract.
- B. If the Surety for any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.
- C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the construction documents and hereby satisfies those conditions.

6. INTERPRETATIONS PRIOR TO BID OPENING

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

purposes of this Contract the term "Interpretations" shall include the approval of product substitution.

7. LICENSES, PERMITS, FEES AND TAXES

A. Acquisition of Permits and Licenses

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

B. Payment of Fees and Taxes

1. All fees associated with those permits and licenses that the Contractor is required to obtain shall be paid by the Contractor.
2. All sales, consumer, use and other similar taxes associated with the work, or portions thereof, and which are applicable during the performance of the work, shall be paid by the Contractor.
3. All fees required in connection with the Contractor's recording of bonds or other documents in the public records shall be paid by the Contractor.
4. All County permit fees shall be waived or paid by the County.

C. Reimbursements to the Contractor

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

D. Compliance with Permit and Licenses Requirements

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

8. COMPLIANCE WITH LAWS

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

9. INSURANCE

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:

At time of contract, the Contractor will be required to provide a copy of all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (Note: A simple COI WILL NOT be accepted in lieu of).

Contractor shall not commence work under the Contract until County has received an acceptable certificate or certificates of insurance evidencing the required insurance and all policy endorsement(s), reflecting the required coverage, with Lake County listed as an additional insured, along with all required provisions to include waiver of subrogation, 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

Railroad Protective Liability with bodily injury protection of Two Million dollars (\$2,000,000) and property damage of Two Million dollars (\$2,000,000) for any project or portion of the project which is located on Railroad property. The Railroad shall be endorsed to this policy as an additional insured.

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 sixty (60) 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.

The Contractor shall submit to Lake County Public Works a copy of all accident reports arising out of any injuries to its employees or those of its subcontractors, or any personal injuries or property damage arising or alleged to have arisen on account of any work under the Contract.

If it is not possible for the Contractor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Contractor is required to provide a copy of the actual policy endorsements(s) providing the required coverage and notification provisions.

10. QUANTITIES

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

11. QUANTITIES REFLECTED IN PERMITTING DOCUMENTS

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

12. ARITHMETIC DISCREPANCIES IN BIDS

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

13. AWARD OF CONTRACT

The Contract will be awarded for the entire work on the Base Bid plus any accepted options to the lowest responsive and responsible bidder, provided that the bid is reasonable, and that it is in the best interest of the County to accept. Lake County reserves the right to award any and all options as part of this contract. County will provide written notice of award to the Contractor.

14. NOTICE TO PROCEED TO CONTRACTOR

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

15. INDEMNIFICATION

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

16. CONTRACT DOCUMENTS

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

DIVISION B

GENERAL CONDITIONS

1. INTENT OF THE CONTRACT DOCUMENTS

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

2. STORAGE OF MATERIALS

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

3. SANITATION

The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the work. These conveniences shall be maintained at all times

without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Engineer's approval.

4. ERRORS AND OMISSIONS

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

5. CONTRACTOR'S OBLIGATIONS.

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.
2. Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Engineer shall notify the Contractor that such person is to be discharged from the work. The Contractor shall immediately discharge said person from the work and shall not again employ said person on this work except with the written consent of the Engineer. Should the Contractor fail to remove such person or persons the Engineer may withhold all payments.
3. Contractor acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if this Project is being supported in whole or in part by State funding the Contractor shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the Contractor is required to employ state residents, the Contractor shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.
4. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract

to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

B. Identification

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Engineer a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
2. The Contractor shall be as fully responsible to the Owner for acts and omissions of his subcontractor and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

C. Contractor's Supervision

1. Prosecution of Work:

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

2. Contractor's Superintendent:

- a. The Contractor shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals, which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.
- b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours.

3. Supervision for Emergencies:

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

4. Worksite Traffic Supervisor:

- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the FDOT Standard Specifications for Road and Bridge Construction, and in the plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the FDOT. Approved alternate Worksite Traffic Supervisors may be used when necessary.
- b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Section 102 of the FDOT Standard Specifications for Road and Bridge Construction may be grounds for decertification or removal from the project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for project maintenance.

D. General Inspection Requirements

1. Cooperation by the Contractor:

No work shall be done nor materials used, without suitable supervision or inspection by the Engineer or his representative, and the Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing,

and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

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

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

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

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

6. AUTHORITY OF THE ENGINEER AND ENGINEER'S ASSISTANTS

- A. All work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.
- C. The County retains the right to inspect all work to verify compliance with the Contract Documents. The Engineer may appoint such assistants and representatives as desired. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the work done or the work site. This right is solely for the

County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

D. The assistants and representatives shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The Contractor shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Inspector or other assistant shall in no way lessen the responsibility of the Contractor.

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

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

F. Authority to Suspend Contractor's Operations:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The County may grant an extension of Contract Time in accordance with 8-7.3.2 when determined appropriate in the County's sole judgment.

No additional compensation or time extension will be paid or granted to the Contractor when the operations are suspended for the following reasons:

1. The Contractor fails to comply with the Contract Documents.
2. The Contractor fails to carry out orders given by the Engineer.
3. The Contractor causes conditions considered unfavorable for continuing the Work.

The Contractor shall immediately comply with any suspension order and should not resume operations until authorized to do so by the Engineer in writing. Any operations performed by the Contractor, and otherwise constructed in conformance with the provisions of this contract, after the issuance of the suspension order and prior to the Engineer's authorization to resume operations will be at no cost to the County. Further, failure to immediately comply with any suspension order will also constitute an act of default by the Contractor and is deemed sufficient basis in and of itself except that the Contractor will not have ten (10) calendar days to correct the conditions for which the suspension was ordered.

G. State of Emergency:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The County, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension. Further, in such instances, the County's determination as to entitlement to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis

H. Prolonged Suspensions:

If the Engineer suspends the Contractor's operations for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way and shall take every reasonable precaution to prevent damage to or deterioration of the work performed. The Contractor shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

I. Permission to Suspend Contractor's Operations:

The Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the Engineer's written permission. The Contractor shall submit all requests for suspension of operations in writing to the Engineer, and identify specific dates to begin and end the suspension. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

7. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate his work with the work of other contractors so that his work or the work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Engineer in writing within two (2) regular work days after

the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.

- C. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County. Otherwise, Contractor shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. This provision applies to claims for early completion as well as late completion. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) regular work days notice requirement, the Engineer shall ascertain the facts and the extent of the delay being claimed. The Engineer's findings of fact justify such an extension, and the Engineer's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Engineer's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact the Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy.

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

- A. Unless the Contractor submits a written request to work during one or more days of a Holiday or Special Event at least ten (10) calendar days in advance of the beginning date of the Holiday or Special Event and receives written approval from the Engineer, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; December 24 through January 2, inclusive; and Special Events noted in the Plans. Contract Time will be charged during these Holiday and Special Event periods. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday and Special Event Periods.

B. No work will be permitted on:

New Years Day
Independence Day
Thanksgiving Day
Christmas Day

- C. If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.
- D. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00) per man per day for each Sunday or recognized Holiday on which the Contractor works. Payment to the County of such sums as may become payable under the provisions of this Article shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (D) times the corresponding per day or per hour cost.
- E. During such suspensions, remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Standard Specifications.

9. LIQUIDATED DAMAGES

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

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$956
Over \$50,000 but less than \$250,000.....	\$964
\$250,000 or more but less than \$500,000	\$1,241
\$500,000 or more but less than \$2,500,000	\$1,665
\$2,500,000 or more but less than \$5,000,000.....	\$2,712
\$5,000,000 or more but less than \$10,000,000.....	\$3,447

\$10,000,000 or more but less than \$15,000,000	\$4,866
\$15,000,000 or more but less than \$20,000,000	\$5,818
\$20,000,000 and over.....	\$9,198 plus
	0.00005 of any amount over \$20,000,000

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

10. CHANGES IN THE WORK

- A. Without invalidating the contract, the Engineer may at any time, by written order, direct extra work within the general scope or alter the work by addition or deduction of items that do not alter the scope of the work. Such changes may be effected by Change Order or by other written order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change work orally. All changes orders shall be executed in the manner set forth in the Lake County Purchasing Procedures. A copy of such procedures shall be available upon request.
- B. If changes to the scope of the work are required or if the contract time or the total contract price is increased or decreased, a Change Order in accordance with Board policy will be required.
- C. The value of such extra work or change shall be determined by contract unit values if applicable unit values are set forth in the contract. The amount of the change shall be computed from such values and added to or deducted from the contract price. If the applicable unit values are not in the contract, the value of such extra work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Engineer. If the Contractor disagrees with the Engineer's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new work not covered by contract unit values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit; for a total overall maximum markup of fifteen percent (15%) of the amount of change work. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

- F. In an emergency endangering life or property, or as expressly set forth herein, the Engineer has the authority to order the necessary work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such written order.
- G. Execution by the Contractor of a properly authorized Change Order (see appendix) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

11. CLAIMS AND DISPUTES

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

the County and the Contractor in writing. The Contractor may appeal the determination as set forth in subsection C(2) above.

E. Arbitration shall not be considered as a means of dispute resolution.

12. MEASUREMENT AND PAYMENT

- A. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the plans, the station-to-station dimensions actually constructed within the limits designated by the Engineer, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Engineer. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished work as determined and authorized by the Engineer.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the plans, except when such work is performed upon instructions of the Engineer.
- E. The Contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.
- F. Whenever any change, or combination of changes in the plans, results in an increase or decrease in the original contract quantities, and the work added or decreased/eliminated is of the same general character as that called for in the plans, the Contractor shall accept payment in full at the original contract unit prices for the actual quantity of work performed, with no allowance for any loss of anticipated profits.
- G. Where the pay quantity for an item is designated to be Lump Sum, and the plans or specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.
- H. Failure to construct any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Engineer. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these

provisions shall not be made unless such adjustments results in an aggregate change per item of more than \$1,000.00 for earthwork items, or more than \$100.00 for any other item.

- I. Materials purchased by the Contractor for drainage structures, drainage pipe, and road base delivered to job site for this contract are eligible as determined by the Engineer for payment up to one half the bid unit price. If payment is made the materials shall become the property of Lake County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason. The remainder of payment shall not be made until such materials are properly constructed and in place per plans and specifications.

13. PAYMENTS TO CONTRACTOR

Monthly progress payments will be made to the Contractor. In accordance with the items listed within the Bid Form - Tabulation of Estimated Quantities (Division W), a list of items rendered complete, satisfactory, and acceptable will be prepared by the Contractor and submitted with each payment request. The payment request shall be based on extension of the unit values for said quantities. The Contractor's project representative will be required to review the payment requests with the Inspector and sign the request in agreement. The payment request will then be checked by the Inspector's supervisor, who will reconfirm with the Inspector and Contractor any required corrections, before further processing for payment. If a good-faith dispute exists as to whether one or more items have been completed pursuant to the Contract, the County may continue to withhold an amount not to exceed 150 percent of the total costs to complete the remaining items.

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

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.

14. ACCEPTANCE AND FINAL PAYMENT

A. Final Inspection

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

B. Maintenance of Work

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

C. Final Acceptance

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

D. Waiver of Claims

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

E. Termination of Contractor's Responsibility

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

F. Recovery Rights, Subsequent to Final Payment

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

may be sufficient to correct the error or make good the defects in the work and materials.

15. COVENANT AGAINST CONTINGENT FEES

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

16. LANDS FOR WORK AND ACCESS THERETO

- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis.
 - 1. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Engineer. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.
- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Engineer after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by him at his expense upon the completion of the work. With the written consent of the Engineer, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.
- E. The Contractor is responsible for ensuring and complying with any permit requirements from Federal, State, County, or local agencies in the storage of material on properties not under the control of Lake County. The Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

17. SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the contract. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Contract.

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

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

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

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.

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

19. OTHER WORK

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized work prior to final completion of the project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project at the site by the County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County

and the Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

- D. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Engineer, in writing, any delays, defects or other problems in such other work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's work.

20. TERMINATION

A. Termination for Default

- 1. The Contractor shall be considered in material default of the Contract and such default shall be considered cause for the County to terminate the Contract, in whole or in part, as further set forth in this Section, for any of the following reasons:
 - a. Failing to begin the work under the Contract Documents within the time specified herein;
 - b. Failing to properly and timely perform the work as directed by the Engineer or as provided for in the approved Construction Schedule;
 - c. Performing the work unsuitably or neglecting or refusing to remove materials or to correct or replace such work as may be rejected as unacceptable, unsuitable or otherwise defective;
 - d. Discontinuing the prosecution of the work;
 - e. Failing to resume work that has been suspended within a reasonable time after being notified to do so;
 - f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
 - g. Allowing any final judgment to stand unsatisfied for more than ten (10) days;
 - h. Making an assignment for the benefit of creditors;

- i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the project;
 - j. Failing to perform or abide by the terms or spirit of the Contract Documents.
 - k. Failing to maintain contract security as required by the Contract Documents.
2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in his performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Contract, in whole or in part, and may take possession of the work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's work by whatever means, method or agency which the County, in its sole discretion, may choose.
3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including engineering, architectural and attorney's fees) or damages incurred by the County incident to such completion, shall be deducted from the contract price, and if such expenditures exceed the unpaid balance of the contract price, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, attorneys' fees (including appeal) and interest thereon at the maximum legal rate of interest until paid.
4. The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefore or relating to the work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the work hereunder.
5. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A it is determined for any reason that the Contractor was not in default or that his default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

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

21. SUBMITTALS

A. Schedule

1. At or before the Pre-construction Conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Engineer. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Engineer a Construction Progress Schedule in a form satisfactory to the Engineer and showing the proposed dates of commencement and completion of each of the various subdivisions of work. A bar graph format is acceptable for the Construction Progress Schedule. If required by the Engineer, at or before the Pre-construction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the contract period.
2. For lump sum contracts the Contractor shall also furnish the Engineer with a detailed estimate giving a complete breakdown of the value of items of work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used for determining the basis of partial payment and as a basis for determining work quantity pricing for additions to or deductions from the contract price.
3. The Construction Progress Schedule shall be updated by the Contractor. All updates to the progress schedule shall be submitted for the Engineer's file.
4. The work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Engineer.
5. The Contractor is to furnish the Engineer for approval a Traffic Control Plan (TCP) that complies with the Manual on Uniform Traffic Control Devices (MUTCD).
6. If a National Pollution Discharge Elimination System (NPDES) Construction Permit is required for the Project, prior to construction the Contractor is to furnish the Engineer a copy of the Stormwater Pollution Prevention Plan (SWPPP).

B. Shop Drawings/Working Drawings

1. Four (4) complete sets of detailed shop or working drawings shall be furnished by the prime Contractor to the Engineer for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections, and temporary connections for precasting.
2. All shop, working and erection drawings prepared by the Contractor or his subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission to the Engineer for review by the Engineer of Record. By approving and submitting shop or working drawings, the Contractor represents that he has verified work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the specification section or bid item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors.

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

3. Submittals shall be made to the Engineer and will be distributed to the appropriate Design Engineer of Record by the Engineer. The Contractor shall identify each submittal by contract number and title on the form provided by the Engineer. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Engineer or Design Engineer of Record, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
4. Prior to receipt of the reviewed shop or working drawings from the County, work done or materials ordered for items covered by the drawings shall be done at the Contractor's risk.
5. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop drawings review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Engineer and shall be completed on the day the Engineer transmits reviewed drawings to the Contractor.
6. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Design Engineer of Record for routine work. For more complex work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:

- a. Contractor submittals of alternative design features or modifications to the original design.
- b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

C. Material Safety Data Sheets Requirement

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

D. Materials

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
3. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" 2018, and all supplemental specifications thereto which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the County. The Contractor shall prepare the mix formula to be submitted to the County.
4. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet FDOT Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
5. All Job mix formulas shall be submitted to the Engineer.

22. RIGHT TO AUDIT

The County reserves the right to require the Contractor to submit to an audit by any auditor of the County's choosing. The 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. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for ten (10) years following expiration of the Agreement; provided, however, that records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. The 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. Additionally, the Contractor agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed

hereunder. 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 costs 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.

23. INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this contract, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this contract, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

24. DRAINAGE AND EROSION CONTROL

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

25. STANDARD SPECIFICATIONS

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2018, Divisions II & III, hereinafter referred to as "Standard Specifications," except as amended under this Contract. Certain provisions of Division I of the "Standard Specifications" will be incorporated by specific reference; those not so incorporated are not part of this contract.

26. PRIORITY

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

27. SURVEY AND LAYOUT

- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project. All centerline control points shall be established and maintained through the contract period by the Contractor.
- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency

shall be installed, referenced by acceptable standards, and maintained through the contract period. All stakes and points shall be clearly marked and identified.

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

- J. Preservation of Stakes and Marks: The Contractor will be held responsible for the preservation of all the stakes and marks. If any of the stakes or marks are carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be deducted from the payment for the work.

28. LABORATORY TESTING

Cost of all required laboratory testing shall be borne by the County with the exception of the cost of failing tests and subsequent re-tests which shall be borne by the Contractor. Testing shall be in accordance with the Standard Specifications.

29. CONFORMITY OF WORK WITH PLANS

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

30. GUARANTEE

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

31. WARRANTY

The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and

acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

32. PUBLIC RECORDS

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall comply with the Florida Public Records' laws, and shall:

- A. Keep and maintain public records required by the County to perform the services identified herein.
- B. Upon request from Lake County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-253-6007, DMARCHESE@LAKECOUNTYFL.GOV, OR DEB MARCHESE, LAKE COUNTY PUBLIC WORKS, PO BOX 7800, TAVARES, FL 32778.**

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

DIVISION J
LABORATORY TESTING AND SAMPLING SCHEDULE

OPERATION	MATERIAL SPECIFICATION	TESTS	PROJECT REQUIREMENTS	TESTING FREQUENCY
Prime and Tack Coats	FDOT Standard Specifications (Latest Edition)		Certification	Every Transport
Type Superpave Asphaltic Concrete	FDOT Standard Specifications (Latest Edition)	Job Mix Formula	Certification	Each mix design or change of aggregates
		RICE (Gmm)	Section 334	One per subplot
		Extraction Gradation Analysis	Section 334	One per subplot
		Field Density (Gmb)	Section 334	5 six inch cores per subplot (Random Locations)
		Asphalt Binder	Section 334	1 sample for the first 1000 tons and 1 per 4000 tons after
		Thickness	Section 330	Daily
Pavement Smoothness	FDOT Standard Specifications (Latest Edition)	Rolling Straight Edge	Section 330 (FM 5-509) Max 3/16 inch	Final SP structural layer and friction course layer
Concrete	FDOT Standard Specifications (Latest Edition)	Compression Strength	FDOT Section 346 and 347	Section 347 acceptance based on Certification; Section 346 One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 50 CY/day. One (1) set for each class of concrete placed each day.
		Each class of concrete used	Certification	Each mix design or change
Embankment	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	Per material type
		Field Density	Section 120 -100% AASHTO T-99/180	Section 120-One test per 500 LF per 12" lift of embankment Section 125-One test per 300 LF of pipe trench (or between structures) per 6' lift until 1 ft above pipe; 12" lift of backfill 1 ft above pipe Section 125 (modified) One test per 12" lift of structure backfill alternating sides
Compacted Subgrade	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	One per material type
		Field Density	100% AASHTO T-99	Section 120 (modified)-One per 300 LF of sidewalk One per driveway
Stabilized Subgrade	FDOT Standard Specifications (Latest Edition)	Limerock Bearing Ratio FM 5-515	Section 160	One per 1,000 LF per lane (One per 2 lots) One per 2,000 LF per shoulder (One per 4 lots)
		Field Density/Thickness	Section 160-98% AASHTO T-180	Density-One per 500 LF per lane (1 per lot) Thickness - 3 per lot
				Density/thickness (modified)-One per 500 LF per shoulder
Limerock Base Course	FDOT Standard Specifications (Latest Edition)	Modified Proctor AASHTO T-180	Section 200	One per 8 lots
		Field Density/Thickness	Section 200-98% AASHTO T-180	Density-One per 300 LF per lane Thickness- 3 per lot
				Density/Thickness-One per 500 LF per shoulder
Sodding	FDOT Standard Specifications (Latest Edition) Section 575, Sodding, and Section 981	Each type of sod used	Certification	All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council

This page to be used if permits are required.

DIVISION P

PERMITS

BID NO.: 18-0920

PERMIT INDEX

<u>AGENCY</u>	<u>PERMIT NO.</u>	<u>PAGE NO. (s)</u>
St. Johns River Water Management District	149070-1	P-2 through P-13



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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

March 28, 2017

Jim Stivender
Lake County Public Works
323 N. Sinclair Ave
PO Box 7800
Tavares, FL 32778-7800

SUBJECT: General Permit 149070-1

Dear Sir/Madam:

The District has received your notice to use a general permit. Based on the submitted information, the proposed activity qualifies for a General Environmental Resource Permit pursuant to section 62-330.451, Florida Administrative Code, provided it is constructed and operated in accordance with that general permit and the general and special conditions set forth in section 62-330.451, Florida Administrative Code (attached).

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has determined your project qualifies for this general permit. Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the use of the general permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the use of the permit. To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.11 of the *Florida Statutes*. If you do not publish a newspaper notice to close the point of entry, the time to challenge your use of the permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

A copy of your application was transmitted to the U.S. Army Corps of Engineers for review. This authorization to use a general environmental resource permit does not obviate the need for obtaining all necessary permits or approval from other agencies.

GOVERNING BOARD

John A. Miklos, CHAIRMAN ORLANDO	Fred N. Roberts Jr., VICE CHAIRMAN OCALA	Chuck Drake, SECRETARY ORLANDO	Ron Howse, TREASURER COCOA
Douglas C. Bournique VERO BEACH	John P. Browning, Jr. EAST PALATKA	Douglas Burnett ST. AUGUSTINE	Maryam H. Ghyabi ORMOND BEACH
			Carla Yetter FERNANDINA BEACH

Sincerely,

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services

Enclosures: Notice of Rights
List of Newspapers for Publication

cc: District Permit File

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
GENERAL ENVIRONMENTAL RESOURCE PERMIT**

PERMIT NO: 149070-1

DATE ISSUED: March 28, 2017

PROJECT NAME: Lake Harris Road Water Quality Retrofit

A PERMIT AUTHORIZING:

Use of the General Permit for Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit for maintenance of an existing swale, installation of a baffle box, and reconstruction of an inlet to be constructed as per plans received by the District on March 7, 2017.

LOCATION:

Section(s): 25 Township(s): 19S Range(s): 25E
Lake County

Receiving Water Body:

Name	Class
Lake Harris	III Fresh, IW

ISSUED TO:

Lake County Public Works
323 N. Sinclair Ave
PO Box 7800
Tavares, FL 32778-7800

The District received your notice to use a General Environmental Resource Permit pursuant to Chapter 62-330, Florida Administrative Code (F.A.C.) on October 7, 2014.

Based on the forms, design plans, and other documents submitted with your notice, it appears that the project meets the requirements for a General Environmental Resource Permit. Any activities performed under a General Environmental Resource Permit are subject to the general conditions and special conditions specified in rules 62-330.405 and 62-330.451, F.A.C. respectively (attached). Any deviations from these conditions may subject you to enforcement action and possible penalties.

Please be advised that the General Environmental Resource Permit expires 5 years from the date on which the notice of intent to use a General Environmental Resource Permit was received by the District.

A copy of your notice also has been sent to the U.S. Army Corps of Engineers (USACOE) for review. The USACOE may require a separate permit. Failure to obtain this authorization prior to construction could subject you to enforcement action and possible penalties.

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services



By:

John Jullianna
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 149070-1
Lake Harris Road Water Quality Retrofit
DATED March 28, 2017

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. This general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit.
3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. This permit shall not be transferred to a third party except pursuant to Rule 62-330.340, F.A.C. The permittee transferring the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures

specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), available at www.dep.state.fl.us/water/wetlands/docs/erp/FLerosionSedimentManual_6_07.pdf, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at www.dep.state.fl.us/water/nonpoint/docs/erosion/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter 4 inches or greater at breast height;
 - (b) The maximum width of the construction access area shall be limited to 15 feet;
 - (c) All mats shall be removed within 72 hours after the work commences; and
 - (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in a general permit, activities must not:
 - (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
 - (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.; or
16. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shutdown if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at imperiledspecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.
21. Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Jim Stivender
Lake County Public Works
323 N. Sinclair Ave
PO Box 7800
Tavares, FL 32778-7800

This 28th day of March, 2017.

M. Daniels

Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 149070-1.

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant) _____
permit# _____. The project is located in _____ County, Section
_____, Township _____ South, Range _____ East. The permit authorizes a surface
water management system on _____ acres for
_____. known as
_____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

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

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Regulatory Support, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

 ORIGINAL

THIS FORM ISSUED TO:

Hartman Civil Construction Co., Inc.

VOID IF USED BY ANY OTHER CONTRACTOR

BID NO. 18-0920

BIDDING DOCUMENT

LAKE COUNTY
FLORIDA

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

FOR

HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03, BID NO. 18-0920

ROADWAY CONSTRUCTION

Plans Prepared by: Alan W. Kirkland, P.E., Lake County Engineering

Design Division Contact: Alan W. Kirkland, P.E., Lake County Engineering

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

DIVISION W

BID FORM

Hartman Civil Construction Co., Inc.

COMPANY NAME

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

BID

OF

Hartman Civil Construction Co., Inc.

(Name)

9200 SW Hwy. 484 Ocala, FL 34481

(Address)

(352) 690-1525

(Phone No.)

FOR

BID NO. 18-0920

HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03

Lake County, Florida

Submitted _____ May 31, _____ 2018

TO THE COUNTY OF LAKE, FLORIDA:

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

BID FORM - TABULATION OF ESTIMATED QUANTITIES
HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03, BID NO. 18-0920

Item No.	Description	Unit	Unit Price	Quantity	Amount
1	Mobilization	LS	\$ 4,750.00	1	\$ 4,750.00
2	Maintenance of Traffic	LS	\$ 2,500.00	1	\$ 2,500.00
3	Clearing and Grubbing	AC	\$ 7,500.00	1	\$ 7,500.00
4	Regular Excavation	CY	\$ 25.00	100	\$ 2,500.00
5	Performance Turf, Sod	SY	\$ 15.00	300	\$ 4,500.00
6	Asphalt Removal	SY	\$ 25.00	70	\$ 1,750.00
7	1" Type FC-9.5 Asphalt Overlay	SY	\$ 50.00	70	\$ 4,900.00
8	6" Limerock Base (Group 4)	SY	\$ 30.00	80	\$ 2,400.00
9	12" Type B Stabilization	SY	\$ 10.00	100	\$ 1,000.00
10	Silt Fence (Sediment Barrier)	LF	\$ 3.00	600	\$ 1,800.00
11	Floating Turbidity Barrier	LF	\$ 25.00	100	\$ 2,500.00
12	18" U-Endwall, Baffles & Grate (1:3 SLP)	EA	\$ 3,000.00	1	\$ 3,000.00
13	CDS Unit 2020-5-C/ Installation(Contech)	EA	\$ 24,000.00	1	\$ 24,000.00
14	Pipe Culvert - 18" RCP	LF	\$ 100.00	64	\$ 6,400.00
15	Pipe Culvert - 18" HDPE	LF	\$ 100.00	40	\$ 4,000.00
16	Type D DBI	EA	\$ 4,500.00	1	\$ 4,500.00
17	NPDES Permit	LS	\$ 2,500.00	1	\$ 2,500.00
18	Payment/Performance Bond	LS	\$ 3,500.00	1	\$ 3,500.00
19	Portable Toilet	LS	\$ 300.00	1	\$ 300.00
20	Survey/Layout/As Builts	LS	\$ 3,000.00	1	\$ 3,000.00
	Continued on Next Page				

BID FORM - TABULATION OF ESTIMATED QUANTITIES
HARRIS ROAD DRAINAGE IMPROVEMENTS
PROJECT NO. 2018-03, BID NO. 18-0920

Item No.	Description	Unit	Unit Price	Quantity	Amount
Total Lump Sum Bid (Figures):			\$		87,300.00
Total Lump Sum Bid (Words):			EIGHTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS		
Number of Calendar Days to Complete:				30	

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

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

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

Addendum No. 1 Dated 5/2/18 Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

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

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

1. PRESIDENT Michael A. Hartman Address 7379 N. Whippoorwill Ter. Hernando, FL
(Name) _____ 34442
2. SECRETARY Michael A. Hartman Address same
(Name) _____
3. TREASURER Michael A. Hartman Address same
(Name) _____

Reciprocal Vendor Preference
(Not applicable on Federal/State Projects)

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222 (see below); a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

Ocala/FL 

1. Primary business location of the responding vendor (city/state): Marion County, FL (Ocala & Dunnellon)
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

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

HARTMAN CIVIL CONSTRUCTION CO., INC.

Corporate Name

By: 

MICHAEL A. HARTMAN, President
(Print Name)

CORPORATE SEAL

or Qualifying Agent

CGC060004

Contractor's Registration or Certification No.

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

1. N/A Address _____
(Name)
2. N/A Address _____
(Name)
3. N/A Address _____
(Name)

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as Hartman Civil Construction Co., Inc. (Company Name).

By:

Hartman Civil Construction Co., Inc.

Name of Firm or Qualifying Agent

CGC060004

Contractor's Registration or Certification No.

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT

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

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

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

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

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

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. SLOPING	104 LF	104	\$5.00	\$520.00
B.				
C.				
D.				
E.				
F.				

For Information Only, Not for Payment Purposes \$ 520.00

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

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

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

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

Hartman Civil Construction Co., Inc

Company

Michael A. Hartman, President

Name and Title

Address:

9200 SW Hwy. 484

Ocala, FL 34481

Telephone: (352) 690-1525

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Hartman Civil Construction Company, Inc., 9200 SW Hwy 484, Ocala, FL 34481
as Principal, hereinafter called the Principal, and

Merchants National Bonding, Inc., P.O. Box 14498, Des Moines, IA 50306-3498
a corporation duly organized under the laws of the State of Iowa as Surety, hereinafter called the Surety, are held and firmly bound unto

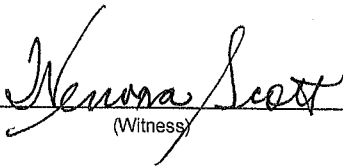
Lake County Procurement, County Administration Building, 315 W. Main Street, Suite 441, Tavares, FL 32778
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

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

WHEREAS, the Principal has submitted a bid for
#18,0920, Harris Road Drainage Improvements, Tavares, Florida

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

Signed and sealed this 31st day of May, 2018.



(Witness)


(Witness)

Hartman Civil Construction Company, Inc.

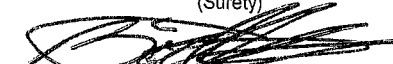
(Principal)

(Seal)


MICHAEL A. HARTMAN, PRESIDENT
Merchants National Bonding, Inc.

(Surety)

(Seal)


Benjamin H. French, Attorney-in-Fact
& Florida Licensed Resident Agent

**MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Benjamin H French; Clyde D Hare; K Wayne Walker; L Dale Waldorff; Pamela L Jarman;
Paul A Locascio; Rebekah G Wolf**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of,

FIVE MILLION (\$5,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of December, 2015

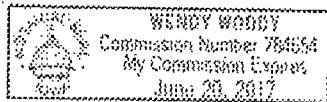


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 30th day of December, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

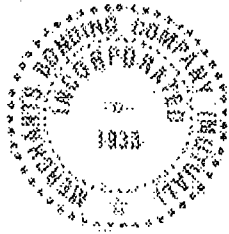


(Expiration of notary's commission does not invalidate this instrument)

Wendy Woody
Notary Public, Dallas County, Iowa

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of May, 2018



William Warner, Jr.
Secretary



Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

June 7, 2017

HARTMAN CIVIL CONSTRUCTION COMPANY, INC.
7379 N WHIPPOORWILL TERRACE
HERNANDO FL 34442

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2018. However, the new application is due 4/30/2018.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, SIDEWALK, Underground Utilities.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Hartman Civil Construction Co., Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
9200 SW Hwy. 484

6 City, state, and ZIP code
Ocala, FL 34481

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

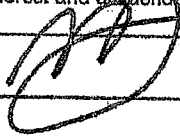
4	6	-	5	2	6	2	0	8	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ 1/1/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

HARTMAN, MICHAEL ALLEN
 HARTMAN CIVIL CONSTRUCTION COMPANY, INC.
 7379 N WHIPPOORWILL TERRACE
 HERNANDO FL 34442

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC060004 ISSUED: 08/01/2016

CERTIFIED GENERAL CONTRACTOR
HARTMAN, MICHAEL ALLEN
HARTMAN CIVIL CONSTRUCTION COMPANY

IS CERTIFIED under the provisions of Ch. 489 FS.
 Expiration date : AUG 31, 2016 L1608010001279

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC060004	

The **GENERAL CONTRACTOR**





HARTMAN

OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Ocala Division 1720 SE 16th Avenue, Suite 301 Ocala, FL 34471-4620 Doug Weaver, AAI	352-732-5010	CONTACT NAME: Doug Weaver, AAI	
		PHONE (A/C, No, Ext): 352-732-5010	FAX (A/C, No): 352-732-5344
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Wesco Insurance Company	25011
		INSURER B: Greenwich Insurance Co.	
		INSURER C: Bridgefield Employers Ins. Co.	10701
		INSURER D: XL Specialty Insurance Co	37885
		INSURER E:	
		INSURER F:	

INSURED
Hartman Civil Construction Company, Inc.
7379 N. Whippoorwill Ter
Hernando, FL 34442

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			WPP162471700	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			WPP162471700	04/15/2018	04/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NEC600503700	04/15/2018	04/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	019646004	04/15/2018	04/15/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Equipment			UM00063350MA18A	04/15/2018	04/15/2019	Amount 250,000 DED 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
352-343-9771

CERTIFICATE HOLDER	CANCELLATION
LAKEC16	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lake County a Political Subdivision of the State of Florida 315 West Main Street Tavares, FL 32778	AUTHORIZED REPRESENTATIVE

**HERNANDO COUNTY PURCHASING AND CONTRACTS
VENDOR PERFORMANCE EVALUATION
Construction Projects**

Vendor/Firm: Hartman Civil Construction	County Dept.: Hernando County DPW	Contract # and Description: 16-CG0087/TKB - BMP 7 Project
--	--------------------------------------	--

The Purchasing and Contracts Department would like your opinion of this Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future A/E contracts.

Return completed form to: _____

This information will also be shared with the Contractor to inform them of commendable as well as deficient areas in their service.

Design Phase	Rating Scale:				
	Poor		Average		Excellent
Knowledge and understanding of job scope	(1)	(2)	(3)	(4)	(5)
Ability to comply with specifications	(1)	(2)	(3)	(4)	(5)
Speed and efficiency of work	(1)	(2)	(3)	(4)	(5)
Adequacy of manpower and crew mix	(1)	(2)	(3)	(4)	(5)
Quality of workmanship	(1)	(2)	(3)	(4)	(5)
Response to changes in scope, schedule, manpower	(1)	(2)	(3)	(4)	(5)
Ability to suggest innovative methods	(1)	(2)	(3)	(4)	(5)
Early identification of problems and timely resolution	(1)	(2)	(3)	(4)	(5)
Submission of updated and revised progress schedules	(1)	(2)	(3)	(4)	(5)
Quality of supervision	(1)	(2)	(3)	(4)	(5)
Coordination and control of subcontractor(s)	(1)	(2)	(3)	(4)	(5)
Enforcement of safety procedures	(1)	(2)	(3)	(4)	(5)
Adherence to schedule	(1)	(2)	(3)	(4)	(5)
Adequacy of materials	(1)	(2)	(3)	(4)	(5)
Storage of materials	(1)	(2)	(3)	(4)	(5)
Adequacy of housekeeping and site clean-up	(1)	(2)	(3)	(4)	(5)

2
 Marion County Board of County Commissioners
 Marion County, Florida
 Performance Evaluation Form
 Final Construction Evaluations

MAR 4 '16 PM 1:

CONTACT INFORMATION

Bid/RFP/RFQ Number	Title	Evaluation Period	
15B-060	South Oak Stormwater Retrofit Project	From	To
		Mar 23, 2015	Aug 21, 2015

Vendor Name	Contract Period	
Hartman Civil Construction Co., Inc.	From	To
	Mar 23, 2015	Aug 21, 2015

Service Description
 The scope consists of expanding an existing retention pond within the subdivision of South Oak, modifying an existing retention area in the subdivision of South Oak Forest, and improving the conveyance system between them.

Award Amount	Change Orders & Amendments	No. of	Revised Contract Amount
\$213,070.00	\$26,863.50	6	\$226,956.70

RECOMMENDED FOR FUTURE USE

Recommended for Future Contracts:

Yes. Yes
 No
 Conditional

State Condition Recommendation:

Overall Rating:

4.88 Hartman did a great job and it is recommended they be considered for future projects with Marion County. Michael was very responsive during the construction process and worked with us on every change order. His foremen, Budda and Bobby, demonstrated leadership and are men of their word.

5-Excellent (4.50 - 5.00)
 4-Good (3.20 - 4.49)
 3-Fair (2.60 - 3.19)
 2-Poor (1.81 - 2.59)
 1-Unsatisfactory (1.0 - 1.8)

COUNTY CONTACT INFORMATION

Project Manager:	Using Director/Supervisor:	Procurement Representative:
Paul Wildman, PE	Gail Mowry, PE <i>Paul 3/3/16</i>	Carrie Hyde <i>CH 3/3/16</i>

EVALUATION CRITERIA

This evaluation provides an indication of the vendor's ability to implement a practical, accurate, complete and cost conscious project. For each item, please provide a numerical score from 1 to 5, in accordance to the performance rating scale. Select N/A if the criteria does not apply to this evaluation. Reviewer comments must be entered for a rating of 5 - Excellent Performance: Project had no time or cost impacts related to vendor's performance;
 4 - Good Performance: Project had some minor issues which the vendor aggressively pursued to resolve and there were minor time or cost impacts related to the contractor's performance;
 3 - Fair Performance: Project had some issues which the vendor pursued to resolve and that resulted in acceptable time and/or cost impacts;
 2 - Poor Performance: Project had several issues which the vendor provided limited assistance to resolve and that resulted in significant time and cost impacts;
 1 - Unsatisfactory Performance: Project had multiple, significant issues which the vendor provided no assistance to resolve and that resulted in substantial time and cost impacts.

Project Management

Evaluation Questions	Section Score:					
	Unsatisfactory			Excellent		
1. How well did the vendor cooperate with the Contract Administrator, other County personnel and the consultant?	<input type="radio"/> 1	<input type="radio"/> 2	<input type="radio"/> 3	<input checked="" type="radio"/> 4	<input type="radio"/> 5	<input type="radio"/> NA

DIVISION X

AGREEMENT

THIS AGREEMENT, made and entered into by and between the Board of County Commissioners of Lake County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and Hartman Civil Construction Co., Inc. authorized to do business in the State of Florida, with principal place of business located at 9200 SW Highway 484, Ocala, FL 34481 hereinafter designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum of Eighty Five Thousand Nine Hundred and 00/100 Dollars (\$85,900.00) to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

A. THE CONTRACTOR AGREES:

1. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the work contemplated under Harris Road Drainage Improvements, Project No. 2018-03, Bid No. 18-0920 in Lake County, Florida, to comply with the applicable standards, and to perform all work in strict accordance with the terms of the Contract Documents, defined in Section D of this Agreement.

2. To commence work under this contract with an adequate force and equipment within thirty (~~--30--~~) consecutive calendar days after receipt of written notice from the COUNTY to proceed hereunder, and to fully complete all necessary work under the same within not more than thirty (30) consecutive calendar days. It is understood and agreed that the date on which the consecutive calendar days will begin to be charged to the project shall be the thirtieth (30th) calendar day from the date of receipt of the Notice to Proceed. Time of performance and completion of the work of this contract is of the essence.

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

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

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

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

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

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

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

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

The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against him or any subcontractor in connection with this

Contract; and his bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.

B. THE COUNTY AGREES:

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

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

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

C. IT IS MUTUALLY AGREED:

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

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

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

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

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

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

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

DIVISION	A	Instructions to Bidders
DIVISION	B	General Conditions
DIVISION	J	Laboratory Testing and Sampling Schedule
DIVISION	P	Permits
DIVISION	W	Proposal and Bid
DIVISION	Y	Performance Bond Payment Bond
DIVISION	Z	Affidavit by General Contractor
APPENDIX	A1	"Sample Change Order"
ADDENDUM	#1	

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

E. Notices.

1. All notices, demands, or other writings required to be given or made or sent in this Contract, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

<u>County</u>	<u>Contractor</u>
County Manager P. O. Box 7800 315 West Main Street Tavares, Florida 32778-7800	Hartman Civil Construction Co., Inc. Attention: Michael Hartman 9200 SW Highway 484 Ocala, FL 34481

CC: Public Works Director
PO Box 7800
Tavares, FL 32778

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

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

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

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

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

LAKE COUNTY acting by and through its Board of County Commissioners

Timothy I. Sullivan
Timothy I. Sullivan, Chairman

This 1 day of August, 2018.

ATTEST:

Gary J. Cooney
Gary J. Cooney, Clerk of the Board of County Commissioners of Lake County, Florida

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

Melanie Marsh
Melanie Marsh
County Attorney

Hartman Civil Construction Co., Inc.

Michael Hartman
Michael Hartman, President

This 16th day of July, 2018.

ATTEST: Wenona Scott

Print Name: Wenona Scott
Title: Asst. Sec.
CORPORATE SEAL

OR

WITNESSES:

Print Name: _____

Print Name: _____

Business Address: _____

Contractor's Reg. or Cert. No.

DIVISION Y

BONDS

BOND NO. NFL1331

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor Hartman Civil Construction Co., Inc.
Contractor Address 9200 SW Hwy 484
Contractor Address 2 Ocala, FL 34481
Contractor Telephone 352-690-1525

INSTRUMENT #2018086406
OR BK 5144 PG 1936 - 1943 (8 PGS)
DATE: 7/25/2018 10:29:34 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT
AND COMPTROLLER, LAKE COUNTY, FLORIDA
RECORDING FEES \$69.50

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety Merchants National Bonding, Inc.
Surety Address PO Box 14498
Surety Address 2 Des Moines, IA 50306
Surety Phone 515-243-8171

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Iowa and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

Eighty Five Thousand, Nine Hundred and 00/100
(\$ 85,900.00)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for Harris Road Drainage Improvements, Project No. 2018-03, Bid No. 18-0920 in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

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



D. Deb Marchese Lake County Public Works

- 3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
- 4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

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

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this 16th day of July, 2018, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Hartman Civil Construction Co., Inc.

(Company Name)

By: [Signature]
(Authorized Signature)

Michael A. Hartman
(Printed Name)

President
(Title)

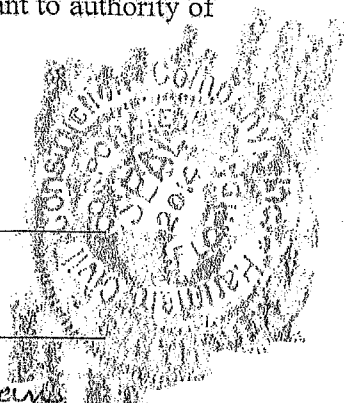
9200 SW Why 484

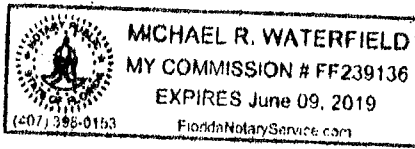
Ocala, FL 34481

(Business Address)

[Signature]
Witness as to Principal

[Signature]
Witness as to Principal

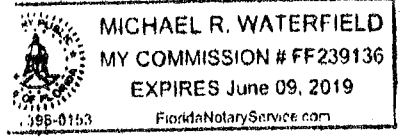




BOND NO. NFL1331

STATE OF FLORIDA
COUNTY OF MARION

The forgoing instrument was acknowledged before me this July 23, 2018 by Michael A. Hartman, President of Hartman Civil Construction Co., Inc., a FLORIDA Corporation, on behalf of the Corporation. He/She is personally known to me or has produced as identification and who did/did not take an oath.



NOTARY: Michael R. Waterfield
Print Name: Michael R. Waterfield
Commission Number: FF239136
My Commission Expires: June 9, 2019

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

[Signature]
Witness as Attorney In Fact

OR

Merchants National Bonding, Inc.
Paul A. Locascio
As Attorney In Fact (Attach Power of Attorney)

[Signature]
Witness as Attorney In Fact

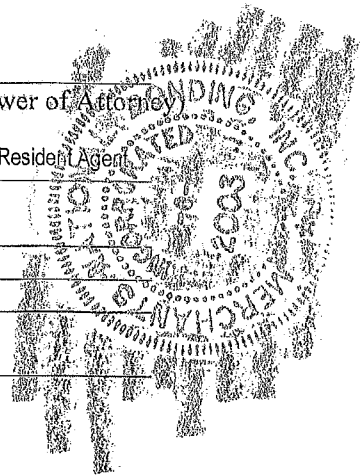
Paul A. Locascio, Attorney-In-Fact & Fla. Resident Agent

(Printed Name)

PO Box 14498
Des Moines, IA 50306

(Business Address)

515-243-8171
(Telephone Number)



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor Hartman Civil Construction Co., Inc.
Contractor Address 9200 SW Hwy 484
Contractor Address 2 Ocala, FL 34481
Contractor Telephone 352-690-1525

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety Merchants National Bonding, Inc.
Surety Address PO Box 14498
Surety Address 2 Des Moines, IA 50306
Surety Phone 515-243-8171

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Iowa and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

Eighty Five Thousand, Nine Hundred and 00/100

(\$ 85,900.00)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for Harris Road Drainage Improvements, Project No. 2018-03, Bid No. 18-0920 said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

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

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

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

THIS BOND DATED THE 16th DAY OF July 20 18 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Hartman Civil Construction Co., llc
(Company Name)

By: [Signature]
(Authorized Signature)

Michael A. Hartman
(Printed Name)
President
(Title)

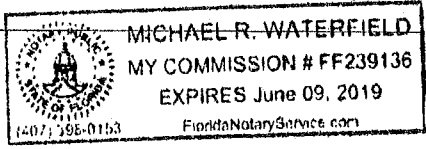
9200 SW Why 484
Ocala, FL 34481
(Business Address)

[Signature]
Witness as to Principal

[Signature]
Witness as to Principal

STATE OF FLORIDA
COUNTY OF MARION

The forgoing instrument was acknowledged before me this July 23, 2018 by Michael A. Hartman of Hartman Civil Construction Co., Inc., a Florida Corporation, on behalf of the Corporation. He/She is personally known to me or has produced



as identification and who did/did not take an oath.
NOTARY: [Signature]
Print Name: Michael R. Waterfield
Commission Number: FF 239136
My commission expires: June 9, 2019

BOND NO. NFL1331

Witness as to Surety

Witness as to Surety

By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

OR

Merchants National Bonding, Inc.

Paul A. Locascio
As Attorney In Fact (Attach Power of Attorney)

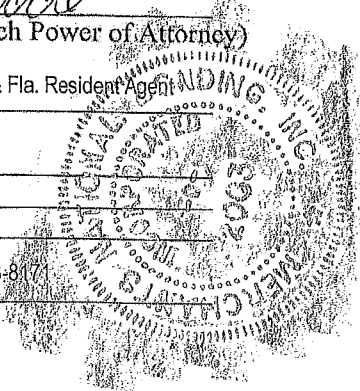
Paul A. Locascio, Attorney-In-Fact & Fla. Resident Agent

(Printed Name)

PO Box 14498
Des Moines, IA 50306

(Business Address) 515-243-8177

(Telephone Number)



[Signature]
Witness as Attorney In Fact

[Signature]
Witness as Attorney In Fact

STATE OF Florida
COUNTY OF Alachua

The forgoing instrument was acknowledged before me
this July 16, 2018 by Paul A. Locascio, Attorney-In-Fact
of Merchants National Bonding, Inc., a
Iowa Corporation, on behalf of the Corporation. He/She is personally
known to me or has produced Personally known as identification and who
did/did not take an oath.

Florida

NOTARY: [Signature]
Print Name: Rebekah Wolf

Commission Number: FF 243374

My commission expires: 08/15/2019



Bond No NFL1331

MERCHANTS BONDING COMPANY POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin H French; Clyde D Hare; K Wayne Walker; L Dale Waldorff; Pamela L Jarman; Paul A Locascio; Rebekah G Wolf

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION (\$5,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

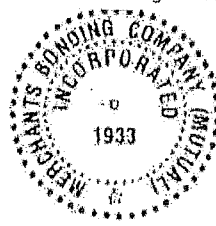
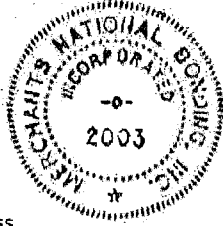
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company hereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certificate thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of December, 2015



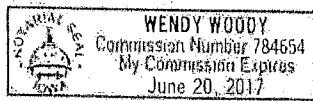
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 30th day of December, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Riley County, Iowa

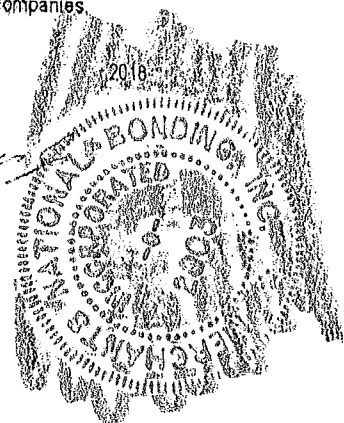
(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of July



William Warner, Jr.
Secretary



DIVISION Z

AFFIDAVIT OF RELEASE AND GUARANTEE

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

All charges for labor, materials, supplies, lands, licenses and other expenses arising from the Contract, Harris Road Drainage Improvements, Project No. 2018-03, Bid No. 18-0920, for which Lake County, Florida, hereinafter "County" might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is _____ of the Corporation, on behalf of the Corporation and is personally known to me or has produced _____ as identification and who did (did not) take an oath.

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

**APPENDIX A1
SAMPLE CHANGE ORDER**

Contract Change Order

**Lake County
Department of Public Works
323 North Sinclair Avenue
Tavares, FL 32778**

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

To:

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

ITEM NO.	DESCRIPTION IN CHANGES - QUANTITIES, UNITS, UNIT PRICES, CHANGE IN COMPLETION SCHEDULE, ETC.	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
1		\$ -	\$ -
2			
3			
	Per attached Exhibit "A"		
	Change in contract price due to change order:		
	Total Decrease	\$ -	
	Total Increase		\$ -
	Difference		\$ -
	Net Increase/Decrease Contract Price		\$ -

The sum of \$ 0 is hereby **added to/subtracted from** the total agreement price, and the total adjusted agreement price to date thereby is \$ _____. This document shall become an amendment to the agreement and all other provisions of the agreement shall apply hereto.

Recommended by: _____
(type name)

Date: _____

Accepted by: _____
(type name)

Date: _____

Approved by: _____
(type name)

Date: _____

To be funded from Account #

ADDENDUM #1

Harris Road Drainage Improvements
Project No. 2018-03
Bid No. 18-0920

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Receipt of this addendum shall be acknowledged by the bidder by signing and dating the appropriate line on page W-4 of the bid proposal.** Failure to acknowledge this addendum may preclude consideration of the bid proposal for award.

The bid opening date remains May 31, 2018. All requests for information must be submitted by May 21, 2018.

A non-mandatory pre-bid meeting for the referenced project was held at 2:00 p.m. on May 2, 2018, in the Lake County Emergency Operations Center conference room. The following were in attendance:

Name	Company	Phone Number	Email Address
Nick Mcray	Lake County Public Works	(352) 253-9080	nmcray@lakecountyfl.gov
Alan Kirkland	Lake County Public Works	(352) 253-6043	akirkland@lakecountyfl.gov
Oswaldo Nunez	Lake County Public Works	(352) 253-6041	onunez@lakecountyfl.gov
Joe Hinton	Lake County Public Works	(352) 253-9027	jhinton@lakecountyfl.gov
Deb Marchese	Lake County Public Works	(353) 253-6007	dmarchese@lakecountyfl.gov

This project consists of re-grading approximately 220 LF existing swale and replacing a failed inlet and approximately 95 LF of associated piping and outfall to Dead River on Lake Harris. Work also includes the installation of a Continuous Deflective Separation unit (CDS) for water quality. Contractor will be responsible for coordination with utilities in the work area. The engineer's estimate is \$67,245.45.

Work performed under this contract shall be based on a lump sum bid. Quantities, if shown in the construction plans, are estimated for bidding purposes only and shall be verified by the contractor.

Pay special attention to all notes shown in the construction plans.

Any fences to be relocated shall be moved to the right of way line. If there is an existing gate at a driveway, then match the width of the driveway to the width of the gate. Contractor shall coordinate any fence relocation with the property owner.

Contractor shall video the project limits prior to beginning construction. The video shall be in DVD format and provided to Lake County before construction begins. Detail should be given to all existing fence lines, driveways, hedge lines, etc., to document existing conditions prior to construction.

Bid to sod all disturbed areas matching all existing grass types. Contractor shall be responsible for watering all sod until there is established growth.

All utilities shown in the construction plans to be relocated shall be the responsibility of the utility provider to relocate. Contractor is responsible for the coordination of all utility relocation.


Contractor shall provide two sets of redline as-builts, as well as a digital copy, upon completion of the project that show all structure locations, invert elevations, and pipe locations. The as-builts must be signed and sealed by a professional engineer or surveyor, licensed to do business in the State of Florida.

Contractor shall add a line item to the bid tabulation sheet in Division W of the bidding document for any items that may be required but not shown on the tabulation sheet.

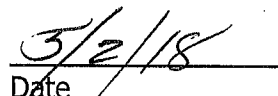
No oral interpretations will be made to any bidder as to the meaning of the Specifications, or any other Contract Documents. Every request for such an interpretation must be in writing, and shall be received by the Office of Procurement Services not less than ten (10) calendar days prior to the date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

Each Contractor shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the contract.

On March 19, 2018, two Osprey nest platforms on utility poles in the work area were confirmed to have nesting materials and eggs. Based on guidance from the County's environmental consultant the nests are anticipated to be vacated by end of July. Verification of nest platform vacancy by County will be required prior to start of construction. There will be no claim for delay if nests are not vacated by this timeframe and contractor will adjust start of work accordingly at no additional charge.



Joe Hinton, Construction Inspector I



Date