



**POOL CONTRACT NO. 22-537C**  
For  
**ROAD RESURFACING AND RELATED SERVICES**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of (hereinafter "Contractor") to supply **Ranger Construction Industries, Inc.** to the County pursuant to County Bid number 22-537 with any included addenda (hereinafter "Bid"), with an opening date of 4/15/2022, and Contractor's Bid response dated 4/15/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

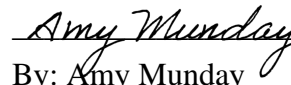
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract:  
**Certificate of Insurance.**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 6/28/2022 through 6/27/2023,** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA



By: Amy Munday

Contracting Officer II

Date: 6/28/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION: Road Resurfacing and Related Services**

03/23/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

Q1. Will the less than 12,000 SY items be determined by the size of each individual street, or the cumulative total for all streets per work order?

**R1. It will be based on the cumulative of entire project order form.**

**ADDITIONAL INFORMATION**

Vendor X has been accepted as an approved manufacturer.

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**ACKNOWLEDGEMENT**

Firm Name: Ranger Construction Industries, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *F Scott Fowler*

Date: 4/15/2022

Print Name: F Scott Fowler

Title: Vice President

Primary E-mail Address: [estimating@rangerconstruction.com](mailto:estimating@rangerconstruction.com)

Secondary E-mail Address: [Maureen.merrick@rangerconstruction.com](mailto:Maureen.merrick@rangerconstruction.com)

**Road Resurfacing and Related Services****1. GENERAL REQUIREMENTS**

- 1.1. Contractor shall be experienced with the work described and implied in this Exhibit A and shall have the ability and the equipment to complete all work within the specified time.
- 1.2. The County shall supply Contractor with a Project Order Form (Exhibit F) that will contain all the designated limits of roadway (s) to be resurfaced. Each roadway will have the limits marked in white or pink paint. A representative of Contractor shall inspect all the sites on the Project Order Form within fifteen (15) calendar days from the date the form is issued. During this site visit, Contractor shall notate items such as, but not limited to additional milling, leveling course, radius paving, etc. These items shall be discussed and agreed to by the County's Project Manager. After this site visit has been completed and Contractor and County's Project Manager agree on quantities and repair methods, an updated Project Order Form shall be created by the County and sent to Contractor for signature. Contractor shall sign, date, and return this form to the County within seven (7) calendar days of receipt of the final Project Order Form signed by the County. By signing and returning this form, Contractor agrees to all quantities and associated costs shown on the Project Order Form. Change orders shall be created only for items that have been added to or deducted from the original signed Project Order Form.
- 1.3. A pre-construction meeting shall be held within twenty-one (21) calendar days after receipt of the fully executed Project Order Form. The attendance of Contractor's project superintendent is required and others as appropriate to discuss such topics as, but not limited to; schedules, processing of invoices, project limits, maintenance of traffic, utility coordination, subcontractor use (if applicable), and to establish a working understanding among all parties as to the scope of work.
- 1.4. Contractor shall provide a Performance and Payment Bond. Bonding Requirements are for one hundred percent (100%) of the amount stated on the Project Order Form. Sample Performance and Payment Bonds are attached (Exhibit E). The completed bonds shall be delivered to the County within seven (7) calendar days of receipt of the final Project Order Form signed by the County. Contractor shall include the required fee to record the Performance and Payment Bonds in the public records of Lake County.
- 1.5. The Notice to Proceed will be issued within twenty-one (21) calendar days after receipt of the fully executed Project Order Form. No work shall commence until Contractor has received a Notice to Proceed from the County. A Notice to Proceed will be issued for each project. The Notice to Proceed will contain a start date and completion date. The dates specified on each individual Notice to Proceed will constitute the basis for the assessment of liquidated damages should the project be delayed or not finished in time due to the fault or negligence of Contractor.
- 1.6. The contract time shall be calculated based on production rates. The completion date for assigned projects will be calculated on a placement production rate of seven thousand (7,000) square yards (approximately three hundred and fifty (350) tons) of asphalt per calendar day. There will be an additional thirty (30) calendar days added to this calculation to allow for a fourteen (14) day cure time and placement of thermoplastic striping.

**Road Resurfacing and Related Services**

Additional days will be considered when multiple low production roadways are included in a Project Order Form. Additional days shall be requested by Contractor prior to signing the final Project Order Form. Any request for additional days must be agreed to by the County's Project Manager.

- 1.7. Due to congested traffic or unusual conditions, Contractor may be required to remove their operation from the right-of-way and County property at the discretion of the County's Project Manager. If Contractor is required to remove their operation due to congested traffic, inclement weather (heavy rain, lightning, hail, tropical storm, hurricane conditions, etc.) or unusual conditions before 12:00 PM (Noon), the County will consider allowing an additional one-half (1/2) day be added to the performance period, otherwise no adjustment will be made to the performance period. The County's Project Manager will determine and authorize such award after Contractor makes a written application for such request. The County will verify the alleged conditions in the area prior to authorization. Once approved, the County will modify the completion date, accordingly, for the project as required and notify Contractor.
- 1.8. Contractor's requests for additional contract time due to rain delays may be made by phone but must be submitted in writing on the same day as the request. Request for a full rain day shall be submitted by 12:00 PM (Noon) on the day of the request. Half day request must be submitted in writing by 1:00 PM on the day of the request. Once the request is submitted and approved, Contractor shall cease all operations to receive credit for additional contract time.
- 1.9. Contractor shall provide to the County's Project Manager a complete schedule detailing each phase of the work. The schedule shall be provided to the County's Project Manager for review and approval at least seventy-two (72) hours prior to the scheduled start date. It shall be Contractor's responsibility to communicate to the County's Project Manager any variance of this schedule when it occurs. All scheduling changes are subject to approval by the County's Project Manager and must be provided forty-eight (48) hours prior to the proposed change. All scheduling requests that do not comply with the submittal requirements will not be considered or approved. Requests that are not in compliance with the submittal requirements shall not be justification for contract time extensions.
- 1.10. It shall be the responsibility of Contractor to make a videotape in DVD or other digital format of all current conditions such as, but not limited to driveways, road intersections, vegetation, etc., before any work starts. Contractor shall focus on any deficient conditions present at the time of the videotaping. The date and time shall be recorded on the video at the time it is being created. A copy of this video shall be supplied to the County's Project Manager before commencement of any work outlined on the Project Order Form.
- 1.11. Once the Notice to Proceed has been issued, Contractor shall be responsible to repair any potholes that occur on any roads that are listed on the Project Order Form, except for those roads that the work has not yet started by Contractor. The potholes shall be repaired within seventy-two (72) hours from the notice to Contractor.
- 1.12. With the exception of asphaltic millings, any spoils created from these operations shall become the property of Contractor. It shall be the responsibility of Contractor to dispose of

**Road Resurfacing and Related Services**

these spoils at no expense to the County. If Contractor intends to dispose of the spoils on private property, Contractor shall supply to the County's Project Manager an original letter of consent from the property owner. This letter shall state that they have agreed that the spoils can be deposited on their property, and shall contain the owners' name, property address, telephone number and the legal signature of the owner. Spoils shall not be deposited in any flood zone or wetland regardless of owner's consent.

- 1.13. When the proposed resurfacing project limits are within the vicinity of a school Contractor shall minimize the impact to the school related traffic both before school begins and after school ends. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County's Project Manager, an official from the affected school and Contractor's project superintendent. An adjusted work schedule will be established as a result of the pre-construction meeting with the school official. Two (2) Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.
- 1.14. Contractor is responsible for all supervision and management of the work. It shall be Contractor's responsibility to keep on site at all times during its work a competent superintendent who shall not be replaced without written notice to the County's Project Manager. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 1.15. To effectively communicate with County staff while in the field, Contractor's Representative shall have available communication devices with internet access, including email (e.g. cellular phone, laptop computer, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operations.
- 1.16. Contractor will provide competent and qualified personnel to perform the work as required by the contract specifications. Contractor shall, at all times, maintain good discipline and order at the work site. Contractor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency telephone numbers. The County may require that Contractor remove from the work site any of Contractor's personnel that the County's Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, Contractor shall remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

**2. TECHNICAL REQUIREMENTS****SHOULDER PREPARATION**

- 2.1. All roadways shall have the vegetation from the edge of pavement cut back and removed prior to placement of the new asphaltic concrete. This area shall include any vegetation existing on the surface of the pavement and shall extend six (6) inches past the edge of the pavement. It shall be the responsibility of Contractor to remove any excess materials created

**Road Resurfacing and Related Services**

by this operation. Any excessive removal of these materials shall be repaired promptly by Contractor.

- 2.2. At no time during the process of removing the vegetation from the edge of pavement shall Contractor create a shoulder drop off that is more than one (1) inch measured from the top surface of the asphaltic concrete at the edge of pavement. If it is determined that Contractor has created an excessive drop off, it shall be their responsibility to restore the area so that there is no more than a one (1) inch drop off. If an area is to be left overnight with the excessive drop off, Contractor shall install flashing lighted barricades marking the hazard.
- 2.3. The unit cost for shoulder preparation shall be included in the proposal price for installing new asphaltic concrete as proposed in Attachment 2 – Pricing Sheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to mobilization, Maintenance of Traffic (MOT), equipment, labor, etc.

**VEGETATION REMOVAL**

- 2.4. When vegetation exists in the cracks or joints, Contractor shall remove it by using a propane torch or a chemical herbicide. The method of removal is subject to the approval of the County's Project Manager.
- 2.5. If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications. The vegetation shall be totally browned before the new asphaltic concrete is installed. The person applying the herbicide shall have, or be under the supervision of someone that has, the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the County's Project Manager upon request. A log of all herbicides shall be kept and a copy shall be supplied to the County's Project Manager. This log shall contain the following information:
  - 2.5.1. Type of herbicide
  - 2.5.2. Manufacturer of the product
  - 2.5.3. Mixture rate used
  - 2.5.4. Application rate used
  - 2.5.5. Application location
  - 2.5.6. Application date and time
  - 2.5.7. Weather conditions at the time of application
- 2.6. The cost of removing vegetation by either propane torch or chemical herbicide treatment shall include, but not be limited to: mobilization, MOT, herbicide, labor, etc., and shall be included in the overall cost of the paving operation

**ROAD BASE REPAIRS / HEAVY MILLING REPAIRS**

- 2.7. Contractor may be required to provide full depth milling repairs to areas of roadway with failed base.

**Road Resurfacing and Related Services**

- 2.8. The County's Project Manager shall mark with white and pink paint all areas that are to have base repairs completed. Contractor shall mill these areas to a depth of six (6) inches and replace with six (6) inches of Type SP 12.5 Asphaltic Concrete in three (3), two (2) inch lifts. All areas shall be milled to provide only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected, and Contractor shall redo these areas at no additional cost to the County. All asphaltic concrete shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 Edition (or latest edition), Section 334 SUPERPAVE ASPHALT CONCRETE.
- 2.9. The unit cost for base repairs and/or heavy milling shall include, but not limited to mobilization, MOT, milling, asphalt, etc.

**MILLING OF EXISTING ASPHALTIC CONCRETE PAVEMENT**

- 2.10. Contractor may be required to remove existing asphaltic concrete by using the cold milling process. This could be requested by the County to improve the ride, cross slope, lower the finished grade adjacent to existing curb, or to remove completely the existing pavement. These areas shall be specified in the Project Order Form with a depth to be milled, and the area shall be marked in pink or white paint. The area shall be milled to the outside edge of the painted area.
- 2.11. Milling shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition); Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.
- 2.12. Contractor shall not be responsible for damage of traffic light advance warning loops if they are affected by the milling operation as directed by the County. Contractor shall notify the County's Project Manager of any loops that will be affected forty-eight (48) hours before the milling operation starts.
- 2.13. The milling machine shall be equipped so to effectively limit the amount of dust escaping during the milling operation. The County's Project Manager may require pre-wetting of the pavement if it is determined there is too much dust being created.
- 2.14. Contractor may be required to provide "profile correction milling" on specific portions of roadways. These roadways will be designated by the County's Project Manager and marked in pink or white paint. These areas will be paid based on an average milling depth of zero (0) to two (2) inches. Any area which exceeds the two (2) inch average depth, will be compensated at the appropriate unit cost for total depth.
- 2.15. All asphalt millings generated as part of this solicitation shall become property of the awarded vendor and shall be hauled from project location at no additional cost to the County. With the exception of those millings that that County's Project Manager directs Contractor to haul to a designated area (s) not to exceed 25 miles from the project site. Contractor will be paid by the County by the cubic yard rate listed in Attachment 2 – Pricing Sheet for that haul location. Additionally, the County reserves the right to place County dump trucks into the milling operation at any time and retain ownership of those millings. If the County elects

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to do this, it is to be done in such a manner as to not impede contractor production and shall not be at any additional cost to the County.

- 2.16. Should the County elect to have Contractor haul asphalt millings from the project site to one of the three designated County sites, Contractor shall be paid only for the cubic yards of asphalt millings actually hauled. Truck loads should average 18 cubic yards per load. Load tickets will be provided at the project site and collected at the designated dump site by County staff. SITE ONE is located at 2310 W. Griffin Rd., Leesburg, FL 34748, SITE TWO is located at the end of Allegiance Ct., Groveland, FL 34736, and SITE THREE is located at 19720 E. Fifth St., Umatilla, FL 32784. These locations and boundaries to determine site are shown in Exhibit G – Asphalt Millings Site Map.
- 2.17. The unit cost for milling shall include, but not be limited to mobilization, MOT, milling equipment, etc.

**PRIME AND TACK COATS**

- 2.18. A tack coat shall be installed prior to the installation of the new asphaltic concrete. The tack coat surface shall be kept free of traffic until the asphalt has been placed. Contractor shall ensure that the tack coat is only applied to an area that will receive the asphalt layer within the same day's operation. The tack coat shall only be applied to one lane of traffic at a time, and shall not exceed one (1) mile, unless otherwise determined by the County.
- 2.19. The tack coat shall be placed in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 300, PRIME AND TACK COATS.
- 2.20. The unit cost for tack coat shall be included in the proposal price for installing new asphaltic concrete as proposed in Attachment 2 – Pricing Sheet. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.

**ASPHALTIC CONCRETE**

- 2.21. Unless otherwise specified by the County, the asphaltic concrete used as part of this proposal shall be produced, supplied, and placed in accordance with Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.
- 2.22. The unit cost shall be based on one (1) inch increments. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.
- 2.23. The unit cost for asphaltic concrete types FC-5, FC-9.5, FC-12.5, FC-12.5 w/76-22, SP-9.5, and SP-12.5 shall be included in the proposal price for installing new asphaltic concrete as proposed in Attachment 2 – Pricing Sheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.



**Road Resurfacing and Related Services**

- 2.24. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter. There shall be no standing water along the pavement where there is no standing water in the curb. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas. No water shall be standing in the crown of the roadway. The crown of the roadway shall be re-established to ensure a 2% fall from the center of the roadway to the outside edge of the roadway or be placed to match existing cross slope. Should there be low areas that may result in water standing on the new pavement, locations and resolution shall be discussed and resolved prior to starting work in the area.

**ASPHALTIC CONCRETE - FRICTION COURSES**

- 2.25. At times, the County may require the use of Type FC-5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
- 2.26. The County may require the use of Type FC-9.5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
- 2.27. The County may require the use of Type FC-12.5 asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
- 2.28. The County may require the use of Type FC-12.5 with a 76-22 modified polymer asphaltic concrete friction course. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 337, ASPHALTIC CONCRETE FRICTION COURSES.
- 2.29. The unit cost for asphaltic concrete friction courses shall be included in the proposal price for installing new asphaltic concrete as proposed in Attachment 2 – Pricing Sheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

**ASPHALTIC CONCRETE - SUPERPAVE**

- 2.30. The County may require the use of Type SP-9.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 Edition (or latest edition), Section 334 SUPERPAVE ASPHALT CONCRETE.
- 2.31. The County may require the use of Type SP-12.5 asphaltic concrete. This shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2019 Edition (or latest edition), Section 334 SUPERPAVE ASPHALT CONCRETE.

**Road Resurfacing and Related Services**

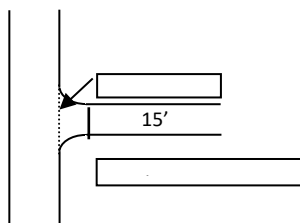
- 2.32. The unit cost for asphaltic concrete Type SP asphaltic concrete shall be included in the proposal price for installing new asphaltic concrete as proposed in Attachment 2 – Pricing Sheet. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT (unless allowed), equipment, labor, etc.

**LEVELING COURSE**

- 2.33. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. This shall only be utilized at the discretion of the County's Project Manager, unless the need for such leveling was established prior to issuance of the Notice to Proceed by Contractor. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.
- 2.34. When a leveling course is requested, the specified asphaltic concrete mix is to be placed on the existing irregular pavement or base. The leveling course shall be used to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc. When a leveling course is requested, the estimate shown on the Project Order Form shall be based on one-half (1/2) inch for the specified area of the road surface. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete. There should be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used. It shall be up to Contractor to ensure that the placement is completed so that the final product provides a smooth driving surface.
- 2.35. Profiling of the roadway to change the grade or slope of the road shall be done with the use of asphalt and/or a milling machine. If the County chooses to change the profile of the road using asphaltic concrete, it shall be quantified and paid by using the unit prices of designated asphaltic concrete unit cost in Attachment 2 – Pricing Sheet.

**RADIUS PAVING**

- 2.36. Contractor shall be required to overlay designated roadway intersections that connects to any project road. Paving will be to a distance of fifteen (15) feet, or as determined by the County's Project Manager, from the intersection (see diagram below). The limits of the radius area shall be marked with white or pink paint. All existing pavement markings within the radius area being paved shall be replaced to the specifications outlined within this proposal. Contractor shall ensure that the joint between the existing and new pavement provides a smooth transition. The square yardage for the radius paving shall be calculated and added to the total square yards as stated on the Project Order Form.



**Road Resurfacing and Related Services****DRIVEWAYS**

- 2.37. All driveway joints with the exception of concrete driveways and brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition. Driveways are to be swept and tacked before paving. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.

**COMPACTION**

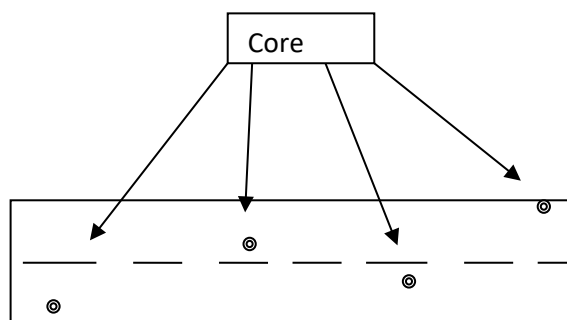
- 2.38. All installed asphaltic concrete shall be compacted in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS. If the County feels an area does not meet these requirements, they shall hire an independent testing laboratory to determine accordance with this specification. Areas not in conformance with this specification will need to be removed and replaced at contractor's expense.

**SMOOTH TRANSITION**

- 2.39. It shall be Contractor's responsibility to install a five (5) foot tapered keyway mill on all contiguous roads that are not being milled to ensure a smooth transition between the new and existing pavement.

**QUALITY INSPECTIONS**

- 2.40. Contractor shall have core samples taken by an independent laboratory approved by the County. It is the responsibility of Contractor to supply the County's Project Manager with the address and contact information of the laboratory prior to any resurfacing work starting. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced. Unless otherwise authorized by the County's Project Manager, the cores shall be taken in a random pattern as indicated on the diagram below. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken. The cores shall be taken at a depth that will show the new and existing asphaltic concrete. Contractor shall be responsible to fill the holes that were created by taking the core samples with a product approved by the County's Project Manager.



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- 2.41. The results of the core sample tests shall be sent directly from the laboratory to the County's Project Manager. From these samples, a determination of the average thickness of the asphaltic concrete shall be made by the testing laboratory. If at any time Contractor wishes to request more core samples than what the County has required, they shall do so in writing. The cost for the additional cores shall be the responsibility of Contractor.

**DEFICIENCIES OF ASPHALTIC CONCRETE THICKNESS AND RIDE QUALITY**

- 2.42. The County shall allow a deficiency in the thickness of the asphaltic concrete overlay of no more than one-quarter (1/4) inch.
- 2.43. When the deficiency in the thickness of the asphaltic concrete is over one quarter (1/4) inch, but not more than three-eighths (3/8) inch of the specified thickness, the County shall allow Contractor to leave such asphaltic concrete in place, but without compensation. The County's Project Manager shall determine the square yard area, for which the County shall make no payment, by multiplying the width of the lanes by the length between the closest acceptable cores.
- 2.44. Where the deficiency in thickness is in excess of three-eighths (3/8) inches of the specified thickness, Contractor shall correct the deficiency. For any case of excess deficiency of the installed asphaltic concrete, Contractor shall correct the deficient thickness by adding new asphaltic concrete over the defective area. The minimum thickness for any repair of deficiency shall conform to the layer thickness standards listed under the asphaltic concrete section of these specifications. Contractor shall replace the full thickness as required by the County's Project Manager for a length extending at least fifty (50) feet from each end of the deficient area. The County's Project Manager shall mark the area that shall be corrected with white paint. The paving shall extend to the outside edge of the paint mark.
- 2.45. Any additional cost associated with correcting deficiencies shall be the responsibility of Contractor and no additional cost shall be charged to the County, even if the repair would make the final thickness of the asphaltic concrete overlay in excess of the original specified thickness.
- 2.46. Asphalt smoothness shall be tested at the discretion County's Project Manager on any roadway which included milling as part of the scope of services in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 330, SURFACE REQUIREMENTS. Additionally, any portion of any roadway associated with this project, regardless of scope of services shall be required to be compliant with above specifications for any lateral or transverse pavement joint provided by Contractor. Any deficiency in excess of three sixteenths (3/16) inches shall be removed and replaced fifty (50) feet in either direction of the deficient area, at no additional cost to the County.

**MANHOLES/ VALVES**

- 2.47. All manholes and water valves shall be adjusted by Contractor through coordination with the appropriate utility provider to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete. This shall be accomplished prior to placing the new asphaltic

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concrete. This work shall be in accordance with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.

- 2.48. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: mobilization, MOT, equipment, labor, etc.
- 2.49. It shall be Contractor's responsibility to perform all utility coordination required to address all manholes/valves located within the project limits. It shall be the utility provider's responsibility to furnish and install any required adjustments.

**TRAFFIC STRIPES AND MARKINGS**

- 2.50. Contractor shall install all painted traffic stripes and markings prior to the removal of the MOT. This striping shall be maintained by Contractor throughout the duration of the work and shall be in place at the end of each workday. Should it not be possible for Contractor to install the pavement markings as prescribed, Contractor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition (or latest edition). This shall include, but not be limited to: warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the Project Manager prior to implementation. Lake County shall accept only water borne non-lead type paint.
- 2.51. All striping shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 710, PAINTED PAVEMENT MARKINGS. Contractor should pay special attention to Section 710-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m<sup>2</sup> and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m<sup>2</sup>.
- 2.52. It is the responsibility of Contractor to ensure the current striping layout is recorded before the resurfacing activity is started. A striping layout shall be submitted to the Project Manager for approval prior to the commencement of any work. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.
- 2.53. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator. Contractor shall self-inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or

**Road Resurfacing and Related Services**

hereafter adopted, to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the Project Manager.

- 2.54. The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
- 2.55. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.

**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**

- 2.56. Contractor shall install all Thermoplastic Pavement Markings not prior to 14 calendar days following paving. Should it not be possible for Contractor to install the pavement markings as prescribed, Contractor shall supply suitable traffic control measures per the Manual of Uniform Traffic Control Devices (MUTCD), 2009 Edition (or latest edition). This shall include, but not be limited to: warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones. If Contractor wishes to provide MOT in another manner, the plan shall be submitted in writing and be approved by the County's Project Manager prior to implementation.
- 2.57. All Thermoplastic shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m<sup>2</sup> and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m<sup>2</sup>. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a thirty (30) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County's Project Manager.
- 2.58. It is the responsibility of Contractor to ensure the current striping layout is recorded before the resurfacing activity is started. The same striping layout shall be installed on the new asphaltic concrete unless the County supplies Contractor with a new striping pattern. If Contractor does not install the correct striping pattern, it shall be Contractor's responsibility to remove the markings by the method approved by the County's Project Manager. Contractor shall be responsible for the cost of the removal and replacement of the correct pattern. If the road surface is damaged during this removal process, Contractor shall be responsible to repair the road surface to the County's satisfaction at Contractor's expense.
- 2.59. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes that are longer

**Road Resurfacing and Related Services**

than two hundred (200) linear feet unless the stripes are part of a taper or gore area or an intersection lane line that cannot be installed with a truck mounted applicator. Contractor shall self-inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify width, thickness, color, and retroreflectivity. Contractor shall submit the results to the County on a reporting form pre-approved by the County's Project Manager.

- 2.60. The County shall review the submitted test results and if the County deems necessary, conduct their own test on any portion of the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 (or latest edition) now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County shall notify Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
- 2.61. All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
- 2.62. Longitudinal pavement markings are subject to a 180-day observation period under normal traffic. The observation period shall begin with the satisfactory completion and acceptance of the work. The markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, poor adhesion to the pavement, loss of reflectivity or vehicular damage. The retroreflectivity shall meet the initial requirements of 711-4.3. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 180-day observation period.

**3. PUBLIC NOTIFICATION OF WORK**

- 3.1. Contractor shall notify all residents within the work area of the project's schedule and explain the level of inconvenience that will be involved. This notification shall be by Portable Changeable Message Signs (PCMS) and/or County approved door hangers to be placed on each affected residence and vehicles parked on the affected roadways. PCMS shall be utilized on all major roadways and industrial parks as determined by the County. Contractor shall be responsible to install the PCMS seven (7) calendar days prior to commencement of any work in that area. Door hangers shall be utilized on all local neighborhood roads as determined by the County. Contractor shall be responsible to place the door hangers seven (7) calendar days prior to any work in that area. A copy of the proposed door hanger notification shall be emailed to the County's Project Manager for approval.
- 3.2. The PCMS shall comply with the Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2019 Edition (or latest edition), Section 990, TEMPORARY TRAFFIC CONTROL DEVICE MATERIALS. The PCMS shall display lane closure information including, but not limited to: anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), and daily hours of closures. The costs associated with the PCMS shall be charged per unit/per day as indicated on the pricing section.

**Road Resurfacing and Related Services**

- 3.3. The installation and removal of any PCMS shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
- 3.4. If it is anticipated that any work being completed by Contractor will impede the access to a business, Contractor shall notify the affected business in writing no less than forty-eight (48) hours prior to the work starting. Contractor shall make all accommodations possible to not block access to a business for an extended period. A copy of the notification letter shall be provided to the County's Project Manager for approval prior to issuance.
- 3.5. When the proposed resurfacing project limits are within the vicinity of a school, Contractor shall minimize the impact to the school related traffic, both before school begins and after school ends. It shall be Contractor's responsibility to coordinate a pre-construction meeting with the County's Project Manager, an official from the affected school and Contractor's project superintendent. An adjusted work schedule will be established, as a result of the pre-construction meeting with the school official. Portable Changeable Message Signs (PCMS) will be required for seven (7) calendar days prior to the commencement of the work to provide public notification of the upcoming work.

**WORKSITE TRAFFIC SUPERVISOR**

- 3.6. Contractor shall have a Worksite Traffic Supervisor that shall be responsible for all MOT by installing and maintaining all traffic control devices as described in Florida Department of Traffic Standard Specifications for Road and Bridge Construction, 2019 Edition (or latest edition), Section 102, MAINTENANCE OF TRAFFIC.
- 3.7. The Worksite Traffic Supervisor shall review the project on a day-by-day basis as well as being involved in all changes relating to traffic control devices and traffic patterns. This person shall handle traffic related situations and have access to all resources needed to maintain traffic control. This person shall be available in case of emergencies twenty-four (24) hours per day and shall be able to respond to the site within forty-five (45) minutes after notification.
- 3.8. Failure of the Worksite Traffic Supervisor to comply with the provisions of Section 102, may be grounds for this person being removed from the project. If the County removes this individual from the project, Contractor shall provide a replacement with someone that is properly trained. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions shall result in temporary suspension of all activities except MOT, erosion control, and other activities deemed to be necessary for project maintenance and safety.
- 3.9. The cost associated with Worksite Traffic Supervisor shall be included in the overall cost of all the operations needed to complete the work as outlined within these specifications.

*[The remainder of this page intentionally left blank]*



A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and 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.

iv. Employers Liability with the following minimum limits and coverage:

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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, 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. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must 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

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

H. The COUNTY will 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 will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will 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.

J. 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.

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

*[The remainder of this page is intentionally left blank.]*

**NOTE:** For the intent of this solicitation, where referenced, the term Engineer or Project Manager shall be interpreted as County's Project Manager.

## 1. ERRORS AND OMISSIONS

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, Contractor shall immediately notify the Engineer, in writing, of such errors and/or omissions. In the event 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.

## 2. CONTRACTOR'S OBLIGATIONS

### 2.1. Qualification

- 2.1.1. 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.
- 2.1.2. Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the Engineer shall notify Contractor that such person is to be discharged from the work. 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 Contractor fail to remove such person or persons the Engineer may withhold all payments.
- 2.1.3. 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 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 Contractor is required to employ state residents, 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.
- 2.1.4. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all new employees hired by 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.

### 2.2. Identification

- 2.2.1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, 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.
- 2.2.2. 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.

2.3. Contractor's Supervision

- 2.3.1. Prosecution of Work: 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.
- 2.3.2. Contractor's Superintendent: 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.

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.

- 2.3.3. Supervision for Emergencies: 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. Contractor's responsible person for supervision for emergencies shall speak and understand English. 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.
- 2.3.4. Equipment: Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, Contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of Contractor's equipment by the Project Manager shall not relieve Contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of Contractor's equipment, nor shall it relieve Contractor of the responsibility to meet the established time for the completion of the service.

- 2.3.5. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.
- 2.3.6. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

2.4. General Inspection Requirements

- 2.4.1. Cooperation by Contractor: No work shall be done nor materials used, without suitable supervision or inspection by the Engineer or his representative, and 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, 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, 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 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.

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

Should 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 Contractor's expense.

Any expense incurred by the County in making these repairs, removals, or renewals, which Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due Contractor, or may be charged against the contract bond. Continued failure or refusal on the part of 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 Contractor in any way of his responsibility for the work performed by him.

2.4.3. 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.

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

- 3.1. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. Contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by Contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by Contractor and its employees.
- 3.2. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
  - 3.2.1. The chemical name and the common name of the toxic substance.
  - 3.2.2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
  - 3.2.3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
  - 3.2.4. The primary route of entry and symptoms of exposure.
  - 3.2.5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - 3.2.6. The emergency procedure for spills, fire, disposal and first aid.
  - 3.2.7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
  - 3.2.8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- 3.3. Any spillage of hazardous chemicals and/or wastes caused by Contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of the cleanup of any spillage of hazardous chemicals caused by Contractor shall be the sole responsibility of Contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.
- 3.4. If any hazardous chemicals or conditions are discovered by Contractor during the normal work operation, it is the responsibility of Contractor to immediately contact the Project Manager with a description and the location of the condition.
- 3.5. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County's representative may have the duty to require Contractor to correct the violation in an expeditious method. If there is any situation that is

deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

- 3.6. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish Contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist Contractor in the planning of a safe work site. Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- 3.7. Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- 3.8. Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be Contractor's Superintendent unless otherwise designated in writing to the Project Manager. All communication to the Superintendent shall be binding as if given to Contractor.

#### **4. AUTHORITY OF THE ENGINEER AND ENGINEER'S ASSISTANTS**

- 4.1. All work shall be done in accordance with the Contract Documents.
- 4.2. 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.
- 4.3. 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.
- 4.4. The assistants and representatives shall be authorized to call to the attention of 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. 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 Contractor.
- 4.5. 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

Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

4.6. Authority to Suspend Contractor's Operations:

The Engineer has the authority to suspend 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.

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

4.6.1.1. Contractor fails to comply with the Contract Documents.

4.6.1.2. Contractor fails to carry out orders given by the Engineer.

4.6.1.3. Contractor causes conditions considered unfavorable for continuing the Work.

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 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 Contractor and is deemed sufficient basis in and of itself exception that Contractor will not have ten (10) calendar days to correct the conditions for which the suspension was ordered.

4.7. State of Emergency: The Engineer has the authority to suspend 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 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 Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis

4.8. Prolonged Suspensions: If the Engineer suspends Contractor's operations for an indefinite period, 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. 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.

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



**5. CONTRACT TIME AND TIME EXTENSIONS**

- 5.1. 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. 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. 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.
- 5.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of 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, 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 Contractor may have had to request a time extension.
- 5.3. 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 Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by 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 Contractor to timely order equipment or materials.
- 5.4. If 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. 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 Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy.

**6. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS**

- 6.1. Unless 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, 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. 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.

6.2. No work will be permitted on:

New Years Day  
Independence Day  
Thanksgiving Day  
Christmas Day

6.3. 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.

6.4. 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 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 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.

6.5. 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.

## 7. LIQUIDATED DAMAGES

7.1. The County and 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.

7.2. 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. 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 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	

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

## 8. CHANGES IN THE WORK

- 8.1. 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 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. Should a Change Order be required, and the County and Contractor are unable to agree on the requested change, Contractor shall, nevertheless, promptly perform the change as directed in writing by the Engineer. If Contractor disagrees with the Engineer's adjustment determination, 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.
- 8.5. For new work not covered by contract unit values, the amount of an increase shall be limited to 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 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 Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- 8.6. 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 Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the work authorized by such written order.

- 8.7. Execution by 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.

## **9. CLAIMS AND DISPUTES**

- 9.1. Claims by 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 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 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”.
- 9.2. 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.
- 9.3. Claims by Contractor shall be resolved in the following manner:
- 9.3.1. 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. 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.
- 9.3.2. 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, Contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
- 9.4. Claims by the County against Contractor shall be made in writing to 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 Contractor in writing. Contractor may appeal the determination as set forth in subsection C(2) above.
- 9.5. Arbitration shall not be considered as a means of dispute resolution.

## **10. MEASUREMENT AND PAYMENT**

- 10.1. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- 10.2. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- 10.3. 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.

- 10.4. 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.
- 10.5. 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.
- 10.6. 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, 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.
- 10.7. 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.
- 10.8. Failure to construct any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by 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.
- 10.9. Materials purchased by 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. Contractor shall be responsible for loss or theft and shall replace, at 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.

## **11. ACCEPTANCE AND FINAL PAYMENT**

- 11.1. 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.
- 11.2. Maintenance of Work. 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.
- 11.3. Final Acceptance

- 11.3.1. Upon completion of the final construction inspection and where the work is found to be completed satisfactorily, Contractor shall prepare a final estimate.
- 11.3.2. Whenever the work provided for under the contract has been completely performed by 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 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 Contractor as soon as practicable, after 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 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.
- 11.3.3. The surety on the contract bonds consents, by completion of their portion of the affidavit and surety release subsequent to Contractor's completion of his portion, to final payment to Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.

#### 11.4. Waiver of Claims

- 11.4.1. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Contract or otherwise related to the project, except those previously made in writing and identified by Contractor as unsettled at the time the final estimate is prepared.
  - 11.4.2. 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 Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.
- 11.5. Termination of Contractor's Responsibility. The contract will be considered complete when all work has been completed and has been accepted by the Engineer. Contractor will then be released from further obligation except as set forth in his bonds and in this Division.
- 11.6. 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 Contractor be discovered after the final payment has been made, to claim and recover from 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.

### 12. COVENANT AGAINST CONTINGENT FEES

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 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.

**13. LANDS FOR WORK AND ACCESS THERETO**

- 13.1. 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 Contractor shall be procured by Contractor at Contractor's expense.
- 13.2. As the work progresses, Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis.
- 13.3. If Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until Contractor cleans up the site to the satisfaction of the Engineer. If Contractor fails to clean-up the site, the County may choose to clean-up the site at Contractor's expense.
- 13.4. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by Contractor only with the approval of the Engineer after obtaining necessary permits, and shall be built with labor and materials furnished by Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of 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.
- 13.5. 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. 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.
- 13.6. 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. Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

**14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- 14.1. 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 Contractor.
- 14.2. 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. 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.
- 14.3. Care will be taken by 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. 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 Contractor's failure to protect and preserve same as required herein.

- 14.4. Where 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.
- 14.5. 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 Contractor or any one for whom 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, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- 14.6. 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 Contractor by a professional surveyor and mapper, licensed to do business in the State of Florida.

## **15. OTHER WORK**

- 15.1. Contractor will cooperate with County forces or others who may be engaged in authorized work prior to final completion of the project.
- 15.2. 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.
- 15.3. 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 Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, 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 Contractor fails to send the above required forty-eight (48) hour notice, 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. 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. 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.
- 15.4. If any part of Contractor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, 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 Contractor to obtain proper execution or results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's work.

## **16. TERMINATION**

- 16.1. Termination for Default



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:

- 16.1.1. Failing to begin the work under the Contract Documents within the time specified herein;
  - 16.1.2. Failing to properly and timely perform the work as directed by the Engineer or as provided for in the approved Construction Schedule;
  - 16.1.3. 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;
  - 16.1.4. Discontinuing the prosecution of the work;
  - 16.1.5. Failing to resume work that has been suspended within a reasonable time after being notified to do so;
  - 16.1.6. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
  - 16.1.7. Allowing any final judgment to stand unsatisfied for more than ten (10) days;
  - 16.1.8. Making an assignment for the benefit of creditors;
  - 16.1.9. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the project;
  - 16.1.10. Failing to perform or abide by the terms or spirit of the Contract Documents.
  - 16.1.11. Failing to maintain contract security as required by the Contract Documents.
- 16.2. The County shall notify Contractor in writing of Contractor's default. If the County determines that 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 Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate 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 Contractor, take assignments of any of Contractor's subcontracts and purchase orders and complete Contractor's work by whatever means, method or agency which the County, in its sole discretion, may choose.
- 16.3. If the County deems any of the foregoing remedies necessary, 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, 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.

16.4. The liability of 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.

16.5. If after notice of termination of Contractor's right to proceed pursuant to this subparagraph A it is determined for any reason that Contractor was not in default or that his default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor pursuant to the Termination for Convenience subparagraph B below.

**16.6. Termination for Convenience and Right of Suspension**

16.6.1. 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 Contractor.

16.6.2. In the event of such termination or suspension for convenience, 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 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.

**17. RIGHT TO AUDIT**

The County reserves the right to require Contractor to submit to an audit by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for 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. 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, 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 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 Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of 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 Contractor.

**18. 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.

#### **19. STANDARD SPECIFICATIONS**

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT “STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION,” 2019, 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.

#### **20. 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.

#### **21. 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.

#### **22. WARRANTY**

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. 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. 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, Contractor shall correct it promptly after receipt of written notice from the County. 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.

#### **23. PRICE REDETERMINATION – FUEL**

If the below-identified price index for fuel (gas and/or diesel as applicable to Contractor’s operation) increases by ten percent (10%) or more from the base index as defined below, Contractor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to Contractor’s total cost for the contracted product or service.

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

State of Florida Department of Management Services [Bulk Fuel, Gasoline and Diesel / State Term Contracts / State Contracts and Agreements / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#) for unleaded gas, Florida PAD 1, Orlando

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

Contractor shall provide (in writing) a cost analysis as described below for each contract price for which Contractor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 %  $(0.12 * 0.10)$ . Contractor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of Contractor's request for pricing adjustment.

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

This clause may be used in addition to any other price redetermination clause presented.

## **24. PRICE REDETERMINATION – ASPHALTIC CONCRETE**

Due to the fluctuation of the manufacturing cost for bituminous material, an adjustment (up or down) of the price charged to the County shall be calculated at the time of issuance of the Notice to Proceed. The adjustment shall be based upon bituminous adjustments as documented in the Florida Department of Transportation (FDOT) Standard Specification for Road and Bridge Construction, 2019 Edition, Section 9, Subsection 2.1.2, Bituminous Material. All adjustments shall be determined by calculating the difference between the base index, which shall be established at the time of the bid closing, and the current index. Any adjustments shall be based on the index available on the 15<sup>th</sup> day of the month and shall be based on the unrevised indexes. If for some reason the information for the current month has not been updated, the adjustment will be made from the previous month. The percentage of the difference between the indexes shall be applied to Contractor unit price. Any increase or decrease in the contract price(s) shall only apply to orders that are dated after the price adjustment has been processed by the County. Adjustments shall be calculated using form 700-050-66, (Section 5, Attachment G) Vendor's Estimate Worksheet Bituminous and Polymer Material. This form can be found by going to the following link; [Fuel and Bituminous Average Price Index \(fdot.gov\)](#), and then select the link associated with "Lump Sum & Design-Build, Asphalt & Bituminous Adjustments on projects let January 2007

forward”. If determined to be in the best interest of the County, this same procedure can be employed by the County to adjust the cost charged by Contractor for bituminous materials.

This clause may be used in addition to any other price redetermination clause presented.

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The undersigned hereby declares that: Ranger Construction Industries, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **ITB 22-537** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

The Contractor must submit an accurate invoice to the County's using department's email. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Upon completion and acceptance of the work required in conjunction with the contract, the vendor shall submit one lump sum invoice that reflects the total value of the contract. This invoice must be submitted to the County user departments to which the required goods or services were delivered.

Vendor accepts MasterCard for payment: NO

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. Yes  
Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

**5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NA

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number NA and enter effective date NA to date NA

**8.0 FEDERAL FUNDING REQUIREMENT**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; 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:

- A. Primary business location of the responding Vendor: Winter Garden, Florida.
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: NA

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Ranger Construction Industries, Inc.

Street Address: 1200 Elboc Way

City: Winter Garden State and ZIP Code: Florida, 34787

Mailing Address (if different): Same

Telephone: (407) 749-6266 Fax: (407) 656-3188

Federal Identification Number / TIN: 59-2098662

DUNS Number: 00-584-0194

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *F Scott Fowler*

Date: 4/15/2022

Print Name: F Scott Fowler


Title: Vice President

Primary E-mail Address: [estimating@rangerconstruction.com](mailto:estimating@rangerconstruction.com)

Secondary E-mail Address: [Maureen.merrick@rangerconstruction.com](mailto:Maureen.merrick@rangerconstruction.com)

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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## Lake County Public Works - Roadway Resurfacing Pricing Sheet

*Ranger Construction Industries, Inc.*

BID ITEMS	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED TOTAL COST
<b>Asphaltic Concrete Type</b>	-	-	-	
0.75" FC 5 Asphaltic Concrete < 12,000 SY	SY	5,000.00	\$ 18.31	\$ 91,550.00
0.75" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	1,000.00	\$ 41.12	\$ 41,120.00
0.75" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000.00	\$ 41.12	\$ 822,400.00
1" SP 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000.00	\$ 13.64	\$ 68,200.00
1" SP 9.5 Asphaltic Concrete > 12,000 SY	SY	250,000.00	\$ 13.64	\$ 3,410,000.00
1" FC 9.5 Asphaltic Concrete < 12,000 SY	SY	5,000.00	\$ 15.93	\$ 79,650.00
1" FC 9.5 Asphaltic Concrete > 12,000 SY	SY	20,000.00	\$ 15.93	\$ 318,600.00
1.5" SP 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000.00	\$ 19.61	\$ 98,050.00
1.5" SP 12.5 Asphaltic Concrete > 12,000 SY	SY	20,000.00	\$ 19.61	\$ 392,200.00
1.5" FC 12.5 Asphaltic Concrete < 12,000 SY	SY	5,000.00	\$ 23.20	\$ 116,000.00
1.5" FC 12.5 Asphaltic Concrete > 12,000 SY	SY	5,000.00	\$ 23.20	\$ 116,000.00
1.5" FC 12.5 (76-22) Asphaltic Concrete < 12,000 SY	SY	5,000.00	\$ 23.20	\$ 116,000.00
1.5" FC 12.5 (76-22) Asphaltic Concrete > 12,000 SY	SY	250,000.00	\$ 23.20	\$ 5,800,000.00
0.50" Leveling Course	SY	10,000.00	\$ 23.92	\$ 239,200.00
6" SP 12.5 Asphaltic Concrete (Base Repair)	SY	2,000.00	\$ 68.28	\$ 136,560.00
<b>Average Unit Cost Per SY / Estimated Total Cost for Asphalt:</b>			<b>\$ 25.59</b>	<b>\$ 11,845,530.00</b>
<b>Asphalt Milling</b>	-	-	-	
1" Asphalt Milling	SY	25,000.00	\$ 4.25	\$ 106,250.00
1.5" Asphalt Milling	SY	250,000.00	\$ 4.80	\$ 1,200,000.00
0" - 2" Profile Correction Milling	SY	2,500.00	\$ 7.60	\$ 19,000.00
6" Asphalt Milling (Base Repair)	SY	2,000.00	\$ 25.70	\$ 51,400.00
<b>Average Unit Cost Per SY / Estimated Total Cost for Asphalt Milling:</b>			<b>\$ 10.59</b>	<b>\$ 1,376,650.00</b>
<b>Painted Pavement Markings</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT COST (PAINT)</b>	<b>ESTIMATED TOTAL COST</b>
4" White	LF	10000.00	\$ 0.38	\$ 3,800.00
4" Yellow	LF	10000.00	\$ 0.38	\$ 3,800.00
6" White	LF	45000.00	\$ 0.31	\$ 13,950.00
6" Yellow	LF	45000.00	\$ 0.31	\$ 13,950.00
8" White	LF	10000.00	\$ 0.31	\$ 3,100.00
8" Yellow	LF	5000.00	\$ 0.31	\$ 1,550.00
12" White	LF	10000.00	\$ 0.38	\$ 3,800.00
18" White	LF	5000.00	\$ 0.38	\$ 1,900.00
18" Yellow	LF	5000.00	\$ 1.07	\$ 5,350.00
24" White	LF	500.00	\$ 6.27	\$ 3,135.00
Symbol - Single Arrow	EA	500.00	\$ 31.34	\$ 15,670.00
Symbol - Combination Arrow	EA	200.00	\$ 31.34	\$ 6,268.00
Message - School w/bars	EA	50.00	\$ 62.68	\$ 3,134.00
Message - Railroad w/bars	EA	50.00	\$ 12.54	\$ 627.00
Message - Only	EA	100.00	\$ 62.68	\$ 6,268.00
Message - Merge	EA	100.00	\$ 31.34	\$ 3,134.00
Message - Stop	EA	25.00	\$ 62.68	\$ 1,567.00
Message - Bicycle Symbol	EA	200.00	\$ 62.68	\$ 12,536.00
Message - Misc 4 to 6 letters	EA	200.00	\$ 81.49	\$ 16,298.00
24" white stop bar up to 12'	EA	500.00	\$ 75.22	\$ 37,610.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100.00	\$ 103.05	\$ 10,305.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100.00	\$ 197.08	\$ 19,708.00
Raised Pavement Markings (RPM's)	EA	2000.00	\$ 4.83	\$ 9,660.00
Misc				\$ -
Misc				\$ -
Misc				\$ -

Painted Pavement Marking Averages / Estimated Total Cost:			\$ 36.05	\$ 197,120.00
Thermoplastic Pavement Markings	UNIT	ESTIMATED QUANTITY	UNIT COST (THERMOPLASTIC)	ESTIMATED TOTAL COST
4" White	LF	10000.00	\$ 0.88	\$ 8,800.00
4" Yellow	LF	10000.00	\$ 0.88	\$ 8,800.00
6" White	LF	45000.00	\$ 1.09	\$ 49,050.00
6" Yellow	LF	45000.00	\$ 1.09	\$ 49,050.00
8" White	LF	10000.00	\$ 1.07	\$ 10,700.00
8" Yellow	LF	5000.00	\$ 1.07	\$ 5,350.00
12" White	LF	10000.00	\$ 2.13	\$ 21,300.00
18" White	LF	5000.00	\$ 2.13	\$ 10,650.00
18" Yellow	LF	5000.00	\$ 3.76	\$ 18,800.00
24" White	LF	500.00	\$ 10.03	\$ 5,015.00
Symbol - Single Arrow	EA	500.00	\$ 81.49	\$ 40,745.00
Symbol - Combination Arrow	EA	200.00	\$ 94.03	\$ 18,806.00
Message - School w/bars	EA	50.00	\$ 188.05	\$ 9,402.50
Message - Railroad w/bars	EA	50.00	\$ 188.05	\$ 9,402.50
Message - Only	EA	100.00	\$ 156.71	\$ 15,671.00
Message - Merge	EA	100.00	\$ 125.37	\$ 12,537.00
Message - Stop	EA	25.00	\$ 188.05	\$ 4,701.25
Message - Bicycle Symbol	EA	200.00	\$ 438.79	\$ 87,758.00
Message - Misc 4 to 6 letters	EA	200.00	\$ 12.54	\$ 2,508.00
24" white stop bar up to 12'	EA	500.00	\$ 120.35	\$ 60,175.00
Special Emphasis Cross Walk 12" x 6' / 12' Lane	EA	100.00	\$ 201.59	\$ 20,159.00
Special Emphasis Cross Walk 12" x 10' / 12' Lane	EA	100.00	\$ 301.89	\$ 30,189.00
Raised Pavement Markings (RPM's)	EA	2000.00	\$ 4.83	\$ 9,660.00
Misc				\$ -
Misc				\$ -
Misc				\$ -
Thermoplastic Pavement Marking Averages / Estimated Total Cost:			\$ 92.43	\$ 509,229.25
Miscellaneous Items	UNIT	QUANTITY	UNIT COST	ESTIMATED TOTAL COST
Portable Changeable Message Sign*	*	100	\$ 43.88	\$ 4,388.00
Asphalt Millings Hauled by Contractor**	CY	1000	\$ 3.76	\$ 3,760.00
Low Volume Mobilization Charge - Total Project Order Form Below 12,000 SY	EA	1.00	\$ 15,044.19	\$ 15,044.19
				\$ -
			Misc. Total Cost:	\$ 23,192.19
*Portable Changeable Message Sign - per sign, per day.				
**Asphalt Millings Hauled by Contractor not to exceed 25 miles from project location.				
Above Quantities are estimates for bid purposes and are in no way a guarantee of work.				
TOTAL BID AMOUNT: \$			13,951,721.44	