Contractor shall provide Asphalt Resurfacing Services as reflected and implied in this Scope of Work for approximately 3.5 miles of predetermined roadway throughout the County for a Total Sum Bid. Work is to be performed in one contractor mobilization. Roads are as specifically described within Attachment 2 Pricing Sheet. Subject to contract award and County Notice to Proceed, work shall start no later than thirty days after the Notice to Proceed date.

1. **GENERAL REQUIREMENTS**
	1. Contractor shall be experienced with the type of work requested to complete the tasks assigned in accordance with the specifications within this document, and as directed by the County Project Manager. Contractor shall have the ability and the equipment to complete all work within Contractor’s proposed time.
	2. All roads listed within Attachment 2 shall be resurfaced utilizing a 1” overlay with SP 9.5 Asphaltic Concrete. Asphalt shall have a maximum RAP content of not more than 30%. All asphalt 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.
	3. The total sum bid shall include replacement of all existing pavement markings and RPM’s with paint and thermoplastic in accordance with solicitation specifications. All temporary striping shall be included as part of this bid.
	4. All roads shall have the resurfacing limits pre-marked with white paint. All quantities listed in Attachment 2 Pricing Sheet are estimates only, it is the responsibility of Contractor to field verify all quantities. Contractor shall include any leveling quantities and associated charges in Pricing Sheet at time of bidding. No leveling course will be added without modification of resurfacing limits by the County Project Manager.
	5. If any asphalt millings are generated as part of this solicitation, they shall become property of the Contractor and shall be hauled from project location at no additional cost to the County.
	6. A mandatory pre-construction meeting shall be held prior to the commencement of any work. 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.
	7. Due to traffic congestion 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 Project Manager. If Contractor is required to remove their operation due to congested traffic, inclement weather (heavy rain, lighting, 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 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 project completion date accordingly, and notify Contractor.
	8. Contractor request for additional contract time due to rain delay 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.
	9. Contractor shall provide to the County Project Manager a complete schedule detailing each phase of the work. The schedule shall be provided to the County 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 Project Manager any variance of this schedule when it occurs. All scheduling changes are subject to approval by the County 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.
	10. It shall be the responsibility of Contractor to video project limits in DVD or thumb drive 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 Project Manager before commencement of any work outlined in Attachment 2 Pricing Sheet
	11. Once the Notice to Proceed has been issued, Contractor shall be responsible for repair of potholes that occur on any roads listed in Attachment 2 Pricing Sheet where work has begun by Contractor. Potholes shall be repaired within seventy-two (72) hours of Contractor notice.
	12. Any spoils created from these operations shall become the property of Contractor. It shall be the responsibility of Contractor to dispose of 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 Project Manager an original letter of consent from the property owner. This letter shall state 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 area regardless of owner’s consent.
	13. When the proposed resurfacing project limits are within the vicinity of a school, Contractor shall minimize impact to 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 Project Manager, an official from the affected school and Contractor’s project superintendent. An adjusted work schedule will be established because of the pre-construction meeting with the school official. Portable Changeable Message Signs (PCMS) shall be required for seven (7) calendar days prior to the commencement of work to provide public notification of upcoming work for any roadway with limits extending through a school zone or within one mile of a school.
	14. Contractor is responsible for all supervision and management of the work. It shall be Contractor’s responsibility to always have on site during its work, a competent superintendent who shall not be replaced without written notice to the County 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.
	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 any issues that may arise while performing operations.
	16. Contractor shall provide competent and qualified personnel to perform the work required by contract specifications. Contractor shall always maintain good discipline and order at the work site. Contractor shall provide a list of all foremen and supervisors who will perform the work, to include twenty-four (24) hour emergency telephone numbers. County may require that Contractor remove from the work site any of Contractor’s personnel that the County 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

* 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 by this operation. Windrowing of this material overnight or beyond same workday shall not be permitted.
	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.
	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 cost provided shall include, but not be limited to: mobilization, Maintenance of Traffic (MOT), equipment, labor, etc.

VEGETATION REMOVAL

* 1. 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 Project Manager.
	2. 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 Project Manager during the preconstruction meeting or upon request. A log of all herbicides shall be kept, and a copy shall be supplied to the County Project Manager. This log shall contain the following information:
		1. Type of herbicide
		2. Manufacturer of the product
		3. Mixture rate used
		4. Application rate used
		5. Application location
		6. Application date and time
		7. Weather conditions at the time of application
	3. 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 as proposed in Attachment 2 – Pricing Sheet.

MILLING OF EXISTING ASPHALTIC CONCRETE PAVEMENT

* 1. All intersecting joints between proposed paving and existing pavement shall be keyway milled to provide a smooth transition. The keyway shall be four (4) to six (6) feet wide and one (1) inch deep at the point of tie into existing pavement.
	2. 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.
	3. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. The County Project Manager may require pre-wetting of the pavement if it is determined too much dust being created by the milling operation.

PRIME AND TACK COATS

* 1. 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 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 half (1/2) mile, unless otherwise approved by the County.
	2. 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.
	3. 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 SUPERPAVE

* 1. Unless otherwise specified by the County, the asphaltic concrete used as part of this proposal shall be 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. Asphalt provided under this solicitation shall not have a RAP content of more than 30%.
	2. The unit cost shall be based on one (1) inch increments, unless otherwise specified by repair method. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.
	3. The unit cost for asphaltic concrete type SP-9.5 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.
	4. 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 cross slope of the roadway shall not be modified during resurfacing. 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.

LEVELING COURSE

* 1. Contractor may be asked to install a leveling course of asphaltic concrete over an existing asphaltic concrete road surface. 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. When a leveling course is requested by the County Project Manager or Contractor Representative, 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 quantity 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. The County Project Manager must approve the placement of all leveling courses prior to performing any work.
	3. Profiling of the roadway to change the grade or cross slope of the road shall not be done with the use of a leveling course. If the County chooses to change the profile of the road, it shall be quantified and paid by using the unit prices for specified asphaltic concrete listed in Attachment 2 – Pricing Sheet for that specific roadway.

RADIUS PAVING

* 1. Should Contractor be required to overlay intersecting roadways that connects to the project road. The limits of the radius area to be paved shall be marked with white 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 included in the total square yards as submitted within the bid.

DRIVEWAYS

* 1. All driveway joints with the exception of 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

* 1. 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

* 1. It shall be Contractor’s responsibility to install a four (4) to six (6) foot keyway mill on all contiguous roads that are not being milled to ensure a smooth transition between the new and existing pavement.

QUALITY INSPECTIONS

* 1. Contractor shall have core samples taken by an independent laboratory approved by the County. It is the responsibility of Contractor to supply the County 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 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 Project Manager.

Core Sample

Locations

* 1. The results of the core sample tests shall be sent directly from the laboratory to the County 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

* 1. The County shall allow a deficiency in the thickness of the asphaltic concrete overlay of no more than one-quarter (1/4) inch.
	2. 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 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.
	3. 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 Project Manager for a length extending at least fifty (50) feet from each end of the deficient area. The County Project Manager shall mark the area that shall be corrected with pink paint. The paving shall extend to the outside edge of the paint mark.
	4. 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.

MANHOLES/VALVES

* 1. All manholes and water valves shall be adjusted by Contractor 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 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. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to mobilization, MOT, equipment, labor, etc.
	3. 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

* 1. 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 / revision). 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 Project Manager prior to implementation. Lake County shall accept only water borne non-lead type paint.
	2. 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-m2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m2.
	3. 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 Project Manager 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.
	4. 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 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.
	5. 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.
	6. 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

* 1. All thermoplastic striping 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-m2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m2. In addition to the FDOT Specifications, thermoplastic striping shall not be applied prior to a Fourteen (14) day cure period from the time of asphaltic concrete application, unless otherwise approved by the Project Manager.
	2. 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. 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.
	3. 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 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 Project Manager.
	4. 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.
	5. All striping operations shall include, but not be limited to mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation.
	6. Longitudinal pavement markings are subject to an 18-month 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, and/or 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 18-month observation period.

PUBLIC NOTIFICATION OF WORK

* 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 County approved door hangers to be placed on each affected residence and vehicles parked on the affected roadways. 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 Project Manager for approval.

WORKSITE TRAFFIC SUPERVISOR

* 1. 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.
	2. 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. 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.
	4. 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.

ACCIDENT PREVENTION AND BARRICADES

* 1. Precautions must be exercised at all times for the protection of persons and property. All Contractors performing services under the contract must conform to all relevant Federal, State, County and municipal regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the responsible Contractor. Barricades must be provided by the Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County.

CERTIFICATE OF PRODUCT CONFORMANCE

* 1. Any person, firm, corporation or joint venture which is submitting an offer under this solicitation shall hold a valid Certificate of Conformance certifying that the product(s) offered by the Contractor in conjunction with this solicitation have been duly approved by the State, County or municipal agency, and/or have been placed on their respective Approved Products List. If any or all work required in conjunction with the contract resultant from this solicitation will be performed by a subcontractor(s) an applicable Certificate of Conformance issued to the subcontractor(s) shall be submitted with the prime Contractor’s offer; provided, however, the County may at its sole option and in its best interests, allow the Contractor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

BUSINESS HOURS OF OPERATIONS

* 1. No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Project Manager. No overtime work shall be started without prior approval of the County Project Manager or his/her designated representative.
	2. If the Contractor receives approval from the County Project Manager to work outside the established business hours, the Contractor shall be responsible to provide all necessary equipment to ensure that all work is being performed in a safe manner for the personnel on site and the traveling public. If necessary, equipment and lighting is not available, work outside of the established hours shall not be permitted.
	3. 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 County Project Manager, 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.
	4. No work will be permitted on:
		1. New Year’s Day
		2. Independence Day
		3. Thanksgiving Day
		4. Christmas Day
	5. 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. 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.
1. **EMERGENCY SERVICE**

Contractor shall provide 24 hours, 7 days a week emergency service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 2 hours after notification by the County. During other than regular working hours, the emergency response time, as defined above, shall be within 4 hours after notification by the County.

1. **“EQUAL” PRODUCT CAN BE CONSIDERED**
	1. If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a “No Substitute” item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Contractors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated “No Substitute.”
	2. Unless the Contractor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.
	3. If the Contractor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the Contractor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the Contractor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. Failure to do so may be considered a material deviation supportive of rejection of the bid.
2. **FURNISH AND INSTALL REQUIREMENTS**

The specifications and statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications or statement of work will not relieve the Contractor from furnishing, installing, or performing such work where required for the satisfactory completion of the project. The Contractor will also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

1. **KEY CONTRACTOR PERSONNEL**

Contractor represents each person listed or referenced in the proposal will be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature in which case the Contractor must be able to promptly provide a qualified replacement. In the event the Contractor wishes to substitute personnel, the Contractor shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction, the County reserves the right to cancel the contract for cause.

1. **LABOR, MATERIALS, AND EQUIPMENT MUST BE SUPPLIED BY THE CONTRACTOR**

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

1. **MATERIALS MAY BE MAINTENANCE CERTIFIED**

The County hereby agrees that materials supplied by the Contractor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability and carry a warranty equal to new products. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the Contractor at the Contractor’s expense; or (2) require the Contractor to replace the materials at the Contractor’s expense. The Contractor’s supplier of maintenance certified equipment should be easily identifiable to the County.

1. **MODIFICATION TO PROJECT DESIGNS**

Any errors, omissions, ambiguities, and/or discrepancies which are found in the specifications during the course of the work shall be interpreted by the County Project Manager. Further, any discrepancies of the specifications which the Contractor failed to bring to the attention of the County before submitting its offer shall be interpreted by the County Project Manager. The Contractor hereby understands and agrees to abide by the County’s interpretation and agrees to complete the work in accordance with the decision of the County Project Manager. If the Contract Documents are not complete as to any minor detail of a required system or equipment, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract in accordance with such standard.

In the event Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, Contractor shall be deemed to have waived any claim for increased time or compensation Contractor may have had and shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

1. **PERFORMANCE/PAYMENT BOND**

Awarded Contractor(s) shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 100 percent of the bid. The Performance and Payment Bond Forms supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed forms shall be delivered to the County within ten (10) calendar days after formal notice of award. If the Contractor fails to deliver the payment and performance bonds within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender any associated offer guaranty/bid bond provided by the Contractor, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

1. **LIQUIDATED DAMAGES**
	1. Time is of the essence in the work provided for in these construction documents and there will be, on the part of the County, considerable monetary damage in the event the work is not completed within the time fixed for the completion of the contract, or within the time to which such completion may be extended by consent of the County. Inasmuch as the actual damages for such delay is impossible to exactly determine, the bidder agrees that he/she and his/her surety shall be liable for and shall pay to the County the following liquidated damages:
	2. For failure of Contractor to be substantially completed with the Work within the time set forth in the agreement between County and contractor; liquidated damages shall be in accordance with the following schedule:

|  |  |
| --- | --- |
| CONTRACT AMOUNT  | LIQUIDATED DAMAGES PER CALENDAR DAY  |
| $10,000 to $100,000  | -  | $100  |
| $100,000 to $499,999  | -  | $250 + 0.05% of contract amount exceeding $100,000  |
| $500,000 to $999,999  | -  | $450 + 0.04% of contract amount exceeding $500,000  |
| $1,000,000 to $1,999,999  | -  | $650 + 0.03% of contract amount exceeding $1,000,000  |
| $2,000,000 to $5,999,999  | -  | $950 + 0.02% of contract amount exceeding $2,000,000  |
| $6,000,000 and Greater  | -  | $1,750 + 0.01% of contract amount exceeding $6,000,000  |

1. **CONTRACTOR’S OBLIGATIONS**
	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, or the County Project Manager may take action as prescribed below.
	2. Whenever the County Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, the County Project Manager 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 County Project Manager. Should Contractor fail to remove such person or persons the County Project Manager may withhold all payments.
	3. 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.
	4. Identification
		1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, Contractor shall deliver to the County Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted.
		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.
	5. Contractor’s Supervision
		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 County Project Manager and with other Contractors at work in the vicinity.
		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 County Project Manager or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the County Project Manager 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.
		3. 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.
	6. Equipment
		1. The 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 County Project Manager, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the County Project Manager. All equipment may be inspected and approved by the County Project Manager before it is placed in service. If at any time, the County Project Manager determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the Contractor’s equipment by the County Project Manager shall not relieve the Contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor’s equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the service.
		2. 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.
		3. 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. **GENERAL INSPECTION REQUIREMENTS**
	1. Cooperation by Contractor:

No work shall be done nor materials used, without suitable supervision or inspection by the County Project Manager or his representative, and Contractor shall furnish the County Project Manager with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the County Project Manager 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.

* 1. Failure to Remove and Renew Defective Materials and Work:
		1. 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 County Project Manager 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.
		2. 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. 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.

1. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUS MATERIALS**
	1. Contractor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The Contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor. 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 the Contractor and its employees.
	2. Any chemical item supplied under this contract shall be accompanied by a Safety Data Sheet (SDS). The SDS must meet the requirements of 29 C.F.R. 1910.1200(g), and include the following information:
* Section 1: Identification
* Section 2: Hazard(s) identification;
* Section 3: Composition/information on ingredients;
* Section 4: First-aid measures;
* Section 5: Fire-fighting measures;
* Section 6: Accidental release measures;
* Section 7: Handling and storage;
* Section 8: Exposure controls / personal protection;
* Section 9: Physical and chemical properties;
* Section 10: Stability and reactivity;
* Section 11: Toxicological information;
* Section 12: Ecological information;
* Section 13: Disposal considerations;
* Section 14: Transport information;
* Section 15: Regulatory information; and
* Section 16: Other information, including date of preparation or last revision.
	1. Any spillage of hazardous chemicals and/or wastes caused by the 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 the Contractor shall be the sole responsibility of the 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.
	2. If any hazardous chemicals or conditions are discovered by the Contractor during the normal work operation, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.
	3. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the County’s representative may have the duty to require the Contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
	4. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the Contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site. The Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
	5. The 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.
	6. The 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 the Contractor’s Superintendent unless otherwise designated in writing to the Project Manager. All communication to the Superintendent shall be binding as if given to the Contractor.
1. **AUTHORITY OF COUNTY PROJECT MANAGER**
	1. All work shall be done in accordance with the Contract.
	2. It is agreed by the parties hereto that the County Project Manager 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.
	3. The County retains the right to inspect all work to verify compliance with the Contract. The County Project Manager 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.
	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, 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 County Project Manager. 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.
	5. Failure of the County Project Manager to Reject Work During Construction:
	6. If, during or prior to construction operations, the County Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent 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.
	7. Authority to Suspend Contractor’s Operations:
	8. The County Project Manager has the authority to suspend Contractor’s operations, wholly or in part. The County Project Manager 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.
	9. No additional compensation or time extension will be paid or granted to Contractor when the operations are suspended for the following reasons:
		1. Contractor fails to comply with the Contract.
		2. Contractor fails to carry out orders given by the County Project Manager.
		3. Contractor causes conditions considered unfavorable for continuing the Work.
	10. Contractor shall immediately comply with any suspension order and should not resume operations until authorized to do so by the County Project Manager 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 County Project Manager 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.
	11. State of Emergency:

The County Project Manager has the authority to suspend Contractor’s operations, wholly or in part, pursuant to a Governor’s Declaration of a State of Emergency. The County Project Manager 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

* 1. Prolonged Suspensions:

If the County Project Manager 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.

* 1. Permission to Suspend Contractor’s Operations:

Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the County Project Manager written permission. Contractor shall submit all requests for suspension of operations in writing to the County Project Manager 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.

1. **CONTRACT TIME AND TIME EXTENSIONS**
	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.
	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 County Project Manager 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.
	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.
	4. If Contractor complies with the two (2) regular business days’ notice requirement, the County Project Manager shall ascertain the facts and the extent of the delay being claimed. The County Project Manager findings of fact justify such an extension, and the County Project Manager finding of fact shall be final and conclusive on the parties. Contractor shall cooperate with the County Project Manager 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.
2. **CHANGES IN THE WORK**
	1. Without invalidating the contract, the County Project Manager 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 affected 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.
	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.
	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.
	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 County Project Manager. If Contractor disagrees with the County Project Manager’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.
	5. For new work not covered by contract unit values, Contactor may complete the work under a time-and-materials agreement, as provided herein. Contractor’s quote to complete the additional work will be limited to (i) the Contractor’s reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the Contractor will keep and present to the County an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor’s reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Contractor may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the Contractor and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to Contractor will be limited to the amount quoted by the Contractor for the additional work, which the Contractor exceeds at its own risk.
	6. In an emergency endangering life or property, or as expressly set forth herein, the County Project Manager 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.
	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.
3. **CLAIMS AND DISPUTES**
	1. Claims by Contractor shall be made in writing to the County Project Manager 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 County Project Manager 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”.
	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 during the pendency of any claim.
	3. Claims by Contractor shall be resolved in the following manner:
		1. Upon receiving the claim and supporting data, County shall within fifteen (15) business days respond to the claim in writing stating 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.
		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.
	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. Upon receiving the claim and supporting data, Contractor shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, Contractor shall specify the grounds for denial. The County shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify Contractor that the original claim stands as is.

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

1. **MEASUREMENT AND PAYMENT**
	1. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
	2. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
	3. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of areas marked in the field in white paint, except when such work is performed upon instructions of the County Project Manager.
	4. 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.
	5. Whenever any change, or combination of changes in the project scope, 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 project scope, 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.
	6. Where the pay quantity for an item is designated to be Total Sum Bid, 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.
	7. Failure to construct any item to 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 County Project Manager.
2. **ACCEPTANCE AND FINAL PAYMENT**
	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 County Project Manager will make the final inspection.

* 1. Maintenance of Work

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

* 1. Final Acceptance
		1. Upon completion of the final construction inspection and where the work is found to be completed satisfactorily, Contractor shall prepare a final pay request.
		2. Whenever the work provided for under the contract has been completely performed by Contractor, and the final inspection has been made by the County Project Manager, 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 pay request. The amount of this pay request, 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.
		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.
	2. Waiver of Claims
		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 pay request is prepared.
		2. Neither the acceptance of the work nor payment by the County shall be deemed to be a waiver of the County’s rights to enforce any continuing obligations of Contractor hereunder or to the recovery of damages for defective work not discovered by the County at the time of final inspection.
	3. Termination of Contractor’s Responsibility

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

* 1. 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.

1. **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.

1. **LANDS FOR WORK AND ACCESS THERETO**
	1. The County shall provide access to the Right of Way of each roadway described in Attachment 2. Any and all other lands required by Contractor shall be procured by Contractor at Contractor’s expense. If Contractor intends to utilize private property for staging or storage, Contractor shall provide the County Project Manager an original letter of consent from the property owner. The letter shall contain the property owners’ name, property address, telephone number and legal signature of the owner.
	2. As the work progresses, Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials daily.
		1. 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 County Project Manager. If Contractor fails to clean up the site, the County may choose to clean up the site at Contractor’s expense.
	3. 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, 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.
	4. 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.
2. **PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**
	1. 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, shall be repaired or restored promptly by, and at the expense of Contractor.
	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 County Project Manager. 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.
	3. 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.
	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.
	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.
3. **OTHER WORK**
	1. Contractor will cooperate with County forces or others who may be engaged in authorized work prior to final completion of the project.
	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.
	3. Contractor shall cooperate with County to ensure funding source requirements are met.
4. **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, or latest edition, except as amended under this contract.

1. **WARRANTY**
	1. Type of Warranty Coverage Required

In addition to all other warranties that may be supplied by the Contractor, the Contractor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of eighteen (18) months after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full eighteen (18) month period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.

* 1. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within fourteen (14) calendar days after the County notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a County Contractor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent Contractor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

1. **CLEAN-UP**
	1. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County Project Manager.
	2. The Contractor shall restore all disturbed property to its original or better condition upon completion of the work and prior to de-mobilizing to another site. The Contractor shall be responsible for removing and properly disposing of all litter located within the right of way along the project limits**.**

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