1. **SCOPE OF WORK**

Contractor shall furnish all labor, equipment, fuel, materials, and other items needed to perform all operations necessary to provide and apply traffic road striping and markings on an as-needed basis to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the term and conditions of this Contract.

Lake County will determine either specification Method 1, Method 2, or Method 3 for each job before requesting a quote.

* 1. Method 1 Thermoplastic Material: All work must be performed in accordance with the requirements of latest edition, at the time the work requested is issued to Contractor, of the following manuals and publications, including, but not limited to, Section 711 from the Florida Department of Transportation “2024-25 Standard Specifications for Road and Bridge Construction” and any other section applicable and the Florida Department of Transportation “Design Standards” and the Federal Highway Administration “Manual on Uniform Traffic Control Devices.” These standards must be used for six-inch thermoplastic pavement centerline, edge line, lane line stripes and all other markings.
	2. Method 2 Paint: All work must be performed in accordance with the requirements of latest edition, at the time the work requested is issued to Contractor, of the following manuals and publications, including, but not limited to: Section 710 from the Florida Department of Transportation “2024-25 Standard Specifications for Road and Bridge Construction” and any other sections applicable, Florida Department of Transportation “Design Standards” and the Federal Highway Administration “Manual of Uniform Traffic Control Devices.”
	3. Method 3 High Performance Permanent Tape Stripes & Markings**:** All work must be performed in accordance with the requirements of latest edition, at the time the work requested is issued to Contractor, of the following manuals and publications, including, but not limited to: Section 713 from the Florida Department of Transportation “2024-25 Standard Specifications for Road and Bridge Construction” and any other sections applicable, Florida Department of Transportation “Design Standards” and the Federal Highway Administration “Manual of Uniform Traffic Control Devices.”
1. **GENERAL SPECIFICATIONS**
	1. Lake County will use the August 7, 2023, Florida Method of Test for Field Evaluation of Traffic Marking Materials Designation 5-541 or the latest method at the time the work requested is issued to Contractor, to test for retro reflectivity.
	2. Hand-liners must be used only for transverse pavement markings and taper or gore sections of pavement striping and markings. Hand-liners must not be used for long line pavement stripes longer than two hundred (200) feet unless the stripes are part of a taper or gore area or intersection lane line that cannot be installed with a truck mounted applicator.
	3. Unless specifically requested for an individual job, all work performed under the contract will be governed by the latest editions then in form or subsequently adopted of the following:
		1. 2024-25 Florida Department of Transportation Standard specifications of Road and Bridge Construction
		2. 2024-25 Florida Department of Transportation Design Standards
		3. 11th Edition (December 2023) Federal Highway Administration Manual on Uniform Traffic Control Devices
	4. Contractor must provide competent, suitable, and qualified personnel to perform the work as required by the specifications. Contractor must be fully responsible for the performance of his organization and completion of all work under the contract. Contractor must always maintain good discipline and order at the work site. Contractor must maintain dress code for their employees with a minimum of shirt, shorts, and shoes, in decent condition, always while the work is being performed. The office must be staffed by a competent representative who is able to communicate effectively with County staff regarding the requirements of the project. Representative must be available during normal business hours and be authorized to directly discuss matters pertaining to the Contract with County staff.
	5. Contractor must furnish County with a list of all subcontractors, if any, with phone number, performing work on the Contract.
	6. Contractor must inform Traffic Operations daily as to the locations to be worked on and the areas completed the previous day. Contractor must maintain coordination with Traffic Operations at all times. Either party may request and be granted a conference upon request within two (2) working days of the request.
2. **WORK ORDERS MUST BE GENERATED FOR EACH PROJECT**

County’s authorized representative must generate and issue a Work Order for each project to be performed under the contract resulting from this solicitation. The Work Order must include the road sections, method, and all aspects of the work to be performed. Along with the work request must be a copy of Contractor’s Bid / Notice to Proceed, Lake County Attachment 4. Contractor must be required to supply County’s authorized representative with a written proposal.

1. **CONTRACTOR’S PROPOSAL / NOTICE TO PROCEED**
	1. Upon receiving the request for proposal / notice to proceed form issued from County, Contractor must accurately complete the required information. The completed Lake County Traffic Stripes and Markings Specifications Contractor’s Proposal / County’s Notice to Proceed Form, County Attachment 4 with total footage and amounts from Contractor, must be returned within fourteen (14) days. The Lake County Stripes and Markings Contractor’s Proposal / Notice to Proceed Form, signed by County, and returned to Contractor must be considered the Notice to Proceed. Contractor may use their own proposal form as long as all the information from County’s form is included on Contractor’s form; provided, however, Contractor’s proposal will not be accepted if it adds additional terms and conditions or alters any Contract term and condition. All work ordered must be completed withing the timeframe specified.
	2. Contractor must contact Traffic Operations forty-eight (48) hours prior to starting any job.
	3. Contractor shall have forty-five (45) days to COMPLETE the work from the date the signed Lake County Traffic Stripes and Markings Proposal / Notice to Proceed Form was received. COMPLETE means the traffic striping and markings have passed the required retro reflectivity as well as width, thickness, and color and have been accepted by County.
2. **CONTRACT TIME AND TIME EXTENSIONS**
	1. Unless otherwise provided, contract time will 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 must 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 its work with the work of other contractors so that its work of the work of others must not be delayed or impaired by any act or omission of any act by Contractor. Contractor must 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.
	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 its own 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 must notify the Traffic Operations Supervisor or designee in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes of such delay, 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 WILL BE MADE OR ASSERTED AGAINST COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve Contractor of its duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees Contractor must receive no damages for delay. However, this provision must not preclude recovery or damages by Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of County. Otherwise, Contractor may 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 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 workdays’ notice requirement, the Traffic Operations Supervisor or designee must ascertain the facts and the extent of the delay being claimed. The Traffic Operations Supervisor or designee’s findings of fact justify such an extension, and the Traffic Operation Supervisor or designee’s finding of fact will be final and conclusive on the parties. Contractor must cooperate with the Traffic Operations Supervisor or designee’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 Construction Schedule. Extensions of contract time must be authorized by change order and approved in accordance with the Board policy.
3. **SAFETY**
	1. Standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided.
	2. Safety devices installed on equipment by the manufacturer must be always in place and in proper working order. If County determines that equipment is deficient in safety devices, Contractor must be notified immediately. Contractor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of County.
	3. A County representative may periodically monitor the work site for safety. Should there be safety or health violations, County’s representative may have the authority, but not the duty, to require Contractor to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the Project Manager, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
	4. Contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
	5. Contractor must be aware that while working for 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 need not have warrants or permission to enter the work site.
	6. Contractor must designate a competent, English-speaking person of its organization whose duty must be the prevention of accidents at the site. This person must be Contractor’s superintendent unless otherwise designated in writing by Contractor. All communications to the superintendent will be as binding as if given to Contractor.
4. **HAZARDOUS MATERIALS**
	1. Contractor is responsible for notifying County of any hazardous materials used by Contractor on the work site and providing him with a copy of the Material Data Safety Sheets (MSDS) as required by the Florida Right-to-Know-Law, as applicable and if requested. Any spillage of hazardous chemicals or wastes must be reported immediately to County and cleaned up in accordance with all State and Federal Regulations. The cost of clean-up of any spillage of hazardous chemicals caused by Contractor must be the sole responsibility of Contractor and County must share no responsibility for these costs. A copy of the complete report showing compliance with local, state, and federal agencies must be given to County.
	2. If any hazardous chemicals or conditions are discovered during the normal road striping operation, it is the responsibility of Contractor to immediately contact County with a description and the location of the condition.
5. **MAINTENANCE OF TRAFFIC (MOT)**
	1. Maintenance of traffic must be the responsibility of Contractor and must conform to Florida Department of Transportation’s latest editions of “Standard Specifications for Road and Bridge Construction,” 2024-25 edition or FDOT’s “Roadway and Traffic Design Standards,” 202 (or latest edition), or FDOT’s “Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways,” 2018 (or latest edition), Federal Highway Administration (FHWA) “11th Edition Manual on Uniform Traffic Control Devices (MUTCD),” 2023 (or latest edition), and all supplemental specifications. These documents can be ordered from FDOT, Maps and Publication Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: [Documents and Publications (fdot.gov)](https://www.fdot.gov/publications/publications.shtm)
	2. All costs associated with MOT must be included in Contractor’s bid price. No separate line items for MOT will be included in the cost estimate. If Contractor does not comply with the FDOT and the FHWA (i.e., signs, qualified flaggers, and barricades), County reserves the right to direct Contractor to cease operation until deficiencies are corrected. In addition, no road closure will be allowed except in the case of emergencies.
		1. All lane closures must have the prior approval of the Traffic Operations Supervisor or designee.
		2. The above requirements are to be considered as minimum, and the Contactor’s compliance must in no way relieve Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and Contractor’s employees throughout the work area.
		3. The use of public roads and streets by Contractor must provide a minimal inconvenience to the public and traffic. Furthermore, if Contractor is utilizing the road by driving slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.
6. **CLEAN-UP / SURPLUS MATERIAL REMOVAL**

Contractor must be responsible for the removal of all surplus material and debris within their work zone. All costs associated with clean-up and debris removal must be included with the Unit Price. Any deficiencies of this nature will be addressed as part of the Final Inspection process. If such deficiencies are not corrected as part of this process, County will remove the remaining debris and surplus material and deduct the associated costs from the amount due Contractor.

1. **EQUIPMENT**

Contractor must furnish equipment of a type and quantity to perform the work satisfactorily within the time specified in this solicitation. If, in the opinion of County, Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, Contractor must provide additional equipment as directed by County.

1. **DAMAGE**
	1. All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., must be either repaired or replaced by Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of County. Any invoices submitted to County such as but not limited to, from utility companies, landowners, which are determined to be the result of damage done by Contractor, must be the responsibility of Contractor. County reserves the right to pay any such invoices and deduct from Contractor’s invoice. Repairs, and receipt evidencing payment for repairs, must be completed and submitted to County prior to submission of Contractor’s invoice for work accomplished.
	2. If Contractor does damage to a county sign or other property owned by County, it must be the responsibility of Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, County will repair the items and deduct the associated cost from the amount due Contractor.
	3. Complaints will be addressed within forty-eight (48) hours and a written report submitted to County outlining actions taken to correct the complaint. Contractor must notify County immediately of any complaints given directly to Contractor.
2. **FINAL INSPECTION**
	1. Contractor must self-inspect all road markings using the September 30, 2021, Florida Method of Test for Field Evaluation of Traffic Marking Materials Designation 5-541 or the latest editions now in force or subsequently adopted, to test and certify width, thickness, color and retro reflectivity. Contractor must submit the results to County on the “Lake County Initial Retro Reflectivity Reading Certification (Daily Worksheet) Form,” Lake County Attachment 5. County reserves the right to verify all test results. County’s test will be final and binding.
	2. Upon written notice from Contractor that a section of road is complete, County will review the submitted test results and if County deems necessary, test the completed section of road using the September 30, 2021, Florida Method of Test for Field Evaluation of Traffic Marking Materials Designation 5-541, or the latest editions now in force or subsequently adopted, to test and certify retro reflectivity, width, thickness, and color. County will notify Contractor of any deficiencies. Contractor will correct all deficiencies before final acceptance and payment is made.
	3. An eighty ($80) dollar inspection fee will be assessed to Contractor if an area tested by County does not comply with County specified standard, which fee will be assessed upon has to be inspected a third time, an eighty ($80) dollar inspection fee will be assessed to Contractor for the third inspection and another eighty ($80) dollar inspection fee for each subsequent inspection for that same area. The fee is assessed to offset the additional cost associated with County labor and vehicle usage required for unnecessary inspections. The fees will be deducted from the final invoice for that release order.
3. **CONTRACTOR’S RESPONSIBILITY TO PERFORM**
	1. Contractor is responsible to follow County specified striping layout on the road or the pattern supplied by County. If the striping applied is not the correct pattern, it is Contractor’s responsibility to remove the markings by the method specified by County. Contractor is responsible for the cost of the removal and replacement of the correct pattern.
	2. If the road surface is damaged during the removal process, as in chip seal surface roads, or other road surfaces, Contractor is responsible to repair the road surface at Contractor’s expense, to County’s satisfaction.
		1. County and Contractor recognize that, since time is of the essence for services as part of the contract, County could suffer financial loss if the work is not completed within the time frame specified.
		2. County will be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will 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 County’s actual damages at the time of contracting if Contractor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Original Contract Amount                                                      Daily Charge Per

                                                                                                  Calendar Day

$5,000 and under...................................................................................... $25

Over $5,000 but less than $10,000........................................................... $75

$10,000 or more but less than $20,000……………………………...…. $150

$20,000 or more but less than $30,000……………………….………... $250

$30,000 or more but less than $40,000.................................................... $350

$40,000 or more but less than $50,000.................................................... $450

Over $50,000 but less than $250,000...................................................... $544

$250,000 or more but less than $500,000............................................... $634

$500,000 or more but less than $2,500,000…………………………… $1,288

$2,500,000 or more but less than $5,000,000…………………………  $2,470

$5,000,000 or more but less than $10,000,000...................................... $3,730

$10,000,000 or more but less than $15,000,000..................................... $5,240

$15,000,000 or more but less than $20,000,000..................................... $6,078

$20,000,000 and over.......................................................................... $8,624 plus

                                                                              0.00027 percent per day for

                                                                              amount over $20,000,000

* + 1. 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 County, and not permitted to bind on work for Lake County until the project is complete and the liquidated damages sum is satisfied.
		2. County will retain from the compensation to be paid to Contractor the above-described sum.

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