1. **PURPOSE**

To establish a vendor pool of licensed and qualified contractors for on-call job order contracting for emergency repair construction services of road, drainage, and sidewalk construction projects. Services shall include project specific emergency repair of infrastructure damaged during a declaration of emergency. All projects shall be accomplished post event. 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 vendor and its employees. All work and materials shall conform to FDOT Standard Plans for Road and Bridge Construction Current Edition, or Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) Current Edition, FDOT Roadway and Traffic Design Standard Plans, Current Editions.

Emergency services provided shall not exceed the FEMA-acceptable funding limit per project, which is currently set at $250,000. Contractor will be advised of the funding source prior to purchase order issuance. For County funded projects, Contractor will adhere to Terms and Conditions Exhibits C and C1. For FHWA funded projects, Contractor will adhere to Terms and Conditions Exhibits C, C1, and D. For FEMA funded projects, Contractor will adhere to Term and Conditions Exhibits C, C1, and D1.

The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. Orders may be funded in whole or in part with federal funds and is subject to federal requirements including but not limited to those set forth in 2 C.F.R. Part 200, Appendix II. Work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

1. **DEFINITIONS**

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

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

**Change Order** – A written order issued by the Project Manager in accordance with Lake County policy, and accepted by Contractor directing certain changes, additions or reductions in the work or in the materials used.

**Price Proposal** – Written price proposal based on the FDOT Pay Item Unit Cost structure developed by Contractor and verified by the County after all necessary specifications, drawings and special job requirements have been considered.

**Notice to Proceed** – The County shall supply Contractor with a Notice to Proceed form. This form will include items such as, but not limited to, description of work requested, quantities, project specific information and completion requirements. Work is not authorized until the Notice to Proceed is issued to Contractor by the County.

**Plans** – The approved drawings that show the location and details of work as assigned by the Project Manager.

**Project Manager** – Representative of the County responsible for items including, but not limited to, acceptance of the price proposal, acceptance/rejection of work, administration of the contract on a per project basis, as well as interfacing and interacting with Contractor.

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

**Standard Specifications** – FDOT Standard Plans for Road and Bridge Construction Current Edition, or Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) Current Edition, FDOT Roadway and Traffic Design Standard Plans, Current Editions.

1. **ORDER OF OPERATIONS**

3.1. When the County has determined that a project specific emergency repair work is needed, the County will issue a request for price proposal.

3.2. The request for price proposal will include the location, description and associated plans detailing the scope of work to be completed.

3.3. The County shall schedule a site visit with all qualified vendors.

3.4. The vendors shall provide a price proposal within five (5) business days from the date of the site visit.

3.4.1. If the vendor fails to provide a proposal within the specified time frame, then their firm will not be considered for the project.

* 1. Proposals shall follow the FDOT Pay Item Unit Cost structure, where applicable and the cumulative project total shall not exceed the latest edition of the 12 month statewide average unit costs, as published by FDOT.
	2. Price proposals shall include the number of days necessary to complete the project.
	3. County will review the price proposals from all vendors under this contract and issue a Notice to Proceed to the vendor based on qualifications, and the applicable FDOT Pay Item Unit cost of items necessary to complete the project.
	4. Contractor shall provide a signed acceptance of the Notice to Proceed within three (3) business days.
	5. Contractor shall provide a schedule of completion with the work commencing as outlined and agreed upon by all parties within ten (10) business days from the issuance of the Notice to Proceed.
		1. Contractor shall, upon request, meet with the County to review the work that has been completed.

3.10. Contractor shall consult with the County prior to any schedule variance the day.

3.10.1. Notification shall occur the day before any scheduled variation is to take place and must be agreed to by the County.

3.10.2. Contractor shall notify the County within two (2) business days when work is interrupted due to weather, breakdowns, etc.

3.10.3. No extensions of time shall be given for equipment failure or weather conditions.

3.11. Contractor shall complete the project within the number of days specified on the Notice to Proceed.

3.11.1. If the Contractor is in default for not completing the work within the specified time frame, Contractor shall be removed from the bidder’s list and not permitted to bid work for the County until the project is complete.

3.11.2. Contractor shall notify the County upon completion of the project to schedule an inspection.

3.11.3. Contractor submits an invoice with all documentation as required by this contract.

# 4. TECHNICAL REQUIREMENTS

* 1. Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project.
	2. All centerline control points shall be established and maintained through the contract period by the Contractor.
	3. Contractor shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the County and with other contractors on the job site. All work shall be done in accordance with the contract documents.
	4. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements including tolerances, shown on the plans or indicated in the specifications.
		1. In the event the County finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, the County will then decide if the work shall be accepted and remain in place.
		2. In this event, the County will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as deemed necessary to conform to the determination based on engineering judgment.
		3. For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown in the plans, provided that all template and straight edge requirements are met and that suitable transitions are affected.
	5. Contractor shall be required to sod all disturbed areas matching all existing grass types. Contractor shall be responsible for watering all sod until there is established growth.
	6. Contractor shall provide pictures or video prior to the issuance of the Notice to Proceed.
		1. Pictures shall be provided in electronic format and provided to the County before any work commences.
		2. Alternatively, the contractor may provide video of the project limits. Detail should be given to all existing fence lines, driveways, hedge lines, curb and gutter, sidewalk, etc., to document the preexisting conditions prior to project completion.
	7. Contractor shall dispose of any excavated material to appropriate and permitted locations and notify the County of the locations.
	8. Contractor shall acquire fill from properly zoned, CUP approved, Federal/State/Local permitted sites and notify the County of the sites.
1. **CONTRACTOR PERSONNEL**
	1. Contractor shall assure that all personnel are competent, careful and reliable.
	2. All personnel shall have sufficient skill and experience to perform their assigned task properly, satisfactorily, operate any equipment involved, and shall make the proper effort to execute the work in the manner as specified.
	3. When the County determines that any personnel is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be discharged from the project. Should Contractor fail to remove such personnel, the County shall suspend the work until such orders are complied with.
	4. Contractor shall provide a competent superintendent at the work site at all times that is capable and thoroughly experienced in the type of work being performed and shall receive instructions from the County.
	5. The superintendent shall supervise all trades, direct all project activities, establish and maintain installation schedules, and provide the County with progress reports as requested.
	6. The superintendent shall have full authority to execute the orders or directions of the County, and if applicable, to supply promptly any materials, tools, equipment, labor, and incidentals which may be required.
	7. The superintendent shall be on the project site during all working hours regardless of the amount of work sublet.
	8. The superintendent shall speak, write, and understand English.
	9. No alcoholic beverages or drugs are permitted on any County properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.
2. **SUBCONTRACTORS**
	1. Contractor shall deliver to the County a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract within five (5) calendar days after the award of any subcontract.
	2. Contractor shall be fully responsible to the County for the acts and omissions of Contractor’s subcontractors and of persons either directly or indirectly employed by them.
	3. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.
	4. Contractor shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.
	5. Subcontractor shall agree to comply with the flow-down of federal contract clauses and shall assume and be bound by all related obligations, responsibilities, and duties, including, but not limited to, adherence to the contract's terms, conditions, and provisions as they apply to the Subcontractor’s scope of work.

# SAFETY

* 1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards.
	2. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property.
	3. Contractor shall be aware that while working for the County, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by Contractor.
	4. All safety devices installed by the manufacturer on equipment utilized by Contractor on the job site must be in place and in proper working order at all times. If the County determines that the equipment is deficient in safety devices, Contractor shall be notified immediately. Contractor shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County.
	5. The County may periodically monitor the work site for safety. Should there be safety and/or health violations, the County has 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 County, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
	6. Contractor shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.
	7. Contractor shall be responsible for the removal of all surplus material and debris form the project site at the end of each workday. Should Contractor fail to maintain a clean and safe site, the County shall retain the right to clean up and deduct the cost of such from the contract price. Upon final completion, Contractor shall thoroughly clean up all areas where work has been performed as mutually agreed with the County’s Project Manager.
	8. Contractor shall confine all equipment, materials and operations to the project site and areas identified in the contract documents. Contractor shall assume all responsibility for any damage to any such area resulting from the performance of the work.
	9. Contractor is responsible for notifying the County of any hazardous materials used on the work site and providing the County a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals and/or wastes by Contractor shall be reported immediately to the County and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by Contractor shall be the sole responsibility of Contractor and the County shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state and federal agencies shall be given to the County. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of Contractor to immediately contact the County with a description and location of the condition.

# PROJECT MATERIALS AND STORAGE

* 1. Unless otherwise specified within the contract documents, all materials to be used to complete the project, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by Contractor are found to be defective or do not conform to specifications: (1) the materials may be returned to Contractor at Contractor’s expense and the contract cancelled or (2) the County may require Contractor to replace the materials at Contractor’s expense.
	2. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the County, shall not be used in the work, and must be removed from the site by Contractor at Contractor’s expense. Until incorporated into the work, materials shall be the sole responsibility of Contractor and Contractor will not be paid for such materials until incorporated into the work. If any chemicals, materials, or products containing toxic substances are to be used at any time, Contractor shall furnish a Material Safety Data Sheet (MSDS) to the County prior to commencing such use.
	3. All unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner.

# EXCAVATED MATERIAL

Excavated material, usually muck and bad soil, will only being hauled to appropriate and permitted locations. Any and all fill being brought to a County project will be only from properly zoned, CUP approved, Federal /State/Local permitted sites.

# ACCEPTANCE OF WORK AND FINAL PAYMENT

The work delivered and services rendered under this contract shall remain the property of Contractor and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this contract may be tested/inspected for compliance with the specifications listed.

* 1. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the County shall make the final inspection.
	2. Maintenance of Work. Contractor shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the County. All insurance shall be maintained until final acceptance by the County.
	3. Final Acceptance. When the project or any portion thereof, as designated by the County, is ready for its intended use, the County and any other invited parties shall make an inspection of the project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. Contractor shall have five (5) calendar days to correct all deficiencies. An eighty-dollar ($80.00) inspection fee shall be applied for the second inspection and any required re-inspection. The County shall have the right to exclude Contractor from those portions of work designated as completed after the inspection; provided, however, that Contractor will have reasonable access for the time allotted by the County to complete or correct items on the punch list.

When the work provided for under the contract has been completely performed by Contractor, and the final inspection has been made by the County, a final invoice will be prepared by Contractor. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to Contractor in accordance with the payment terms outlined in the contract. After Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the County alone does not constitute final acceptance.

* 1. Waiver of Claims. Contractor’s acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of the contract or otherwise related to the project, except those previously made in writing and identified by Contractor as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the County shall be deemed a waiver of the County’s right to enforce any continuing obligations of Contractor or to the recovery of damages for defective work not discovered by the County at the time of final inspection.
	2. Termination of Vendor’s Responsibilities. The contract will be considered complete when all work has been completed and accepted by the County and all warranty periods have expired. Contractor will then be released from further obligation except as set forth in the agreement.
	3. Recovery Rights Subsequent to Final Payment. The County reserves the right, should an error be discovered in the invoice, 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 by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the County.

# PROPOSAL REQUIREMENTS

In order for the County to judge the capability and experience using the FDOT Pay Item Unit Cost structure, three (3) sample projects are included herein, with a narrative description and plans for each. A pricing proposal shall be submitted for each sample project, using the tabulation sheet provided in Section 4. A completed tabulation sheet is required for each of the sample projects. The plan sheets for each sample project are included in Section 5, Attachment 3.

Price proposals for each sample project shall utilize the FDOT Pay Item Unit Cost structure can be found at this link:

[www.fdot.gov/programmanagement/Estimates/HistoricalCostInformation/HistoricalCost.shtm](http://www.fdot.gov/programmanagement/Estimates/HistoricalCostInformation/HistoricalCost.shtm).

# SAMPLE PROJECTS

# **Additional information regarding the sample projects referenced below is provided in Exhibit G – Sample Projects. These examples are intended solely to demonstrate the Contractor’s capability to prepare proposals in alignment with the FDOT Pay Item Unit Cost structure. They are not indicative of any future or planned projects.**

* 1. SAMPLE PROJECT ONE / DRAINAGE

This project shall consist of re-grading the existing drainage easement and placement of 24” x 38” ERCP pipe with concrete mitered ends. The project shall include placement of concrete rubble and the installation of geotextile turf reinforcement. This project includes the removal and replacement of four-foot barb wire fencing and installation of five-foot galvanized chain link fencing with access gates. All disturbed areas shall be sodded using Bahia sod.

Contractor should assume all private utilities are clear and all required permits have been secured by Lake County. Scope of work shall be within the limits of drainage easement. Contractor shall be responsible for installation and maintenance of erosion control for duration of project. Plans for Road and Bridge Construction.

* 1. SAMPLE PROJECT TWO / DRAINAGE AND PAVEMENT

This project involves the removal and replacement of an existing 24” x 38” ERCP concrete pipe and installation of a prefabricated Type J drainage structure in the corner of an intersection. The existing swale shall be regraded for positive drainage.

The radius shall be constructed and striped per the details shown on the attached plan. This work will require daily inspections of the sub-base, base, structural asphalt, and friction course of asphalt by Lake County Road Inspectors. All pavement markings shall be thermoplastic non-lead-based meeting the latest edition of Manual on Uniform Traffic Control Devices for Streets and Highways Reflectivity Standards.

Contractor should assume all private utilities are clear and all required permits have been secured by Lake County. Scope of work shall be within the limits of the drainage easement. For purpose of excavation estimating, contractor shall assume all existing/old swales have filled to be even with the edge of pavement +/- elevation 83’. Swales will be a minimum of 18” and not to exceed a maximum of 24” depth.

All disturbed areas shall be replaced to match the existing area and sod with Bahia. It shall be the responsibility of the contractor to dispose of all project spoils.

Contractor is responsible maintenance of traffic conforming to FDOT Standard Plan for Road and Bridge Construction Series 102-600, and must maintain one lane open during work operations. All work areas must be made safe for vehicles and pedestrians close of each workday.

All work and materials are to be per plan specifications and the latest edition of FDOT Standard Plans for Road and Bridge Construction.

* 1. SAMPLE PROJECT THREE / DRIVEWAY AND CULVERT CONSTRUCTION

This project shall consist of replacement of a driveway culvert and concrete driveway. Contractor shall remove the existing driveway and 18” CMP pipe and replace with 18” HDPE pipe with concrete mitered ends. The concrete driveway shall be constructed with 6 inches of reinforced concrete (4000 PSI) using 10 foot square of 6 inch by 6 inch wire mesh extending a minimum of 10 feet from edge of existing pavement. Swales shall be regraded to allow for positive roadway drainage and sod with Bahia.

Scope of work shall be within the limits of the drainage easement. Contractor is responsible for utility locates and maintenance of traffic. Maintenance of traffic shall conform to FDOT Standard Plan for Road and Bridge Construction Series 102-600, and must maintain one lane open to traffic during work operations. All work areas must be made safe for vehicles and pedestrians at close of each work day.

Plans for Road and Bridge Construction. Contractor is responsible for the disposal of all project spoils.

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