



GUARDRAIL AND HANDRAIL REPAIR, REPLACEMENT, INSTALLATION, AND RELATED SERVICES

INVITATION TO BID (ITB)

ITB Number:	<u>11-0604</u>	Contracting Officer:	<u>John Wight, CPPB</u>
Bid Opening Date:	<u>November 3, 2010</u>	Pre-Bid Date:	<u>October 19, 2010</u>
Bid Opening Time:	<u>3:00 P.M.</u>	Issue Date:	<u>October 7, 2010</u>

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Vendors are advised that all prices bid will be reviewed for proportionality and accuracy. Any evidence of unbalanced bidding, including, but not limited to, submission of artificially high or low pricing for a specific item, may be cause for rejection of that bid.

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid opening date.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document. Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name:	_____	Phone Number:	_____
E-mail Address:	_____	Contact Person:	_____

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Attachments

Attachment 1 - Contract

- Exhibit A Scope of Services
- Exhibit B Technical Requirements
- Exhibit C General Terms and Conditions
- Exhibit D Contractor Pricing (This will be replaced with actual pricing)

Attachment 2 - Guardrail Repair Service Request

Attachment 3 - Guardrail\Handrail Work Quote Request

Attachment 4 - Right of Entry form

Section 2.1: Purpose

The purpose of this solicitation is to establish a contract for Guardrail and Handrail Repair, Replacement, Installation, and Related Services in conjunction with the COUNTY's needs on an as needed basis. This work shall take place in various locations throughout Lake County. Guardrail/Handrail repair or installation encompasses the removal of damaged components and installing with new parts or the installation of new components per engineered plans. The CONTRACTOR shall be responsible to insure that all installations that are completed shall be equal to or exceed the Florida Department of Transportation (FDOT) specifications as outlined in the latest edition of the Standard Specifications for Road and Bridge Construction and the latest addition of the FDOT Roadway Design Standards.

Multiple CONTRACTORS may be selected to complete the work as described within the document.

Section 2.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than ten (10) working days before the bid opening date.

John Wight, Senior Contracting Officer
Lake County BCC
Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Fax : 352.343.9473
E-mail: jwight@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 2.3: Method of Award

The Contract may be awarded to the MULTIPLE CONTRACTORS with the lowest responsive and responsible bid, as determined to be in the best interest of Lake County. The COUNTY shall award the Bid to multiple CONTRACTORS in accordance with State Law and the Lake County Purchasing Procedure Manual.

To be considered for award, the CONTRACTOR shall be well versed and experienced with the current processes to be able to complete the work in accordance with the specifications and as directed by the Project Manager. The CONTRACTOR must meet the following minimum qualifications:

1. The CONTRACTOR shall have a minimum of five (5) years experience in type of service required by this contract and with similar type projects.
2. The CONTRACTOR shall provide a list of five (5) successfully completed contractual obligations of a similar scope, with the completion date and contact information for the Owner of each project.
3. Have access to the proper equipment needed to complete the project. A list of the proposed equipment to accomplish the tasks shall be included with the bid response.
4. Have an assigned safety officer that holds monthly safety meetings.

The successful bidder shall sign a Contract with the COUNTY based on the Agreement attached hereto as Attachment 1, and incorporated herein by reference, which is not negotiable. Signature requirements shall be the same as those for signing the Bid Form.

Section 2.4: Pre-Bid Conference / Site Visits

There shall be a non mandatory pre-bid conference held on **Tuesday, October 19, 2010 at 1:30 PM at Procurement Services, 315 W. Main St. , Rm 416, Tavares, FL 32778.**

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 2.5: Contract Performance Period – Twelve (12) Month

As specified in Article 6.1 of the attached contract.

Section 2.6: Option to Renew

As specified in Article 6.1 of the attached contract.

Section 2.7: Method of Payment

As specified in Article 4 of the attached contract.

Section 2.8: Indemnification and Insurance Requirements

As specified in Section 6.4 and 6.5 of the attached contract

Section 2.9: Bonding Requirements

Not applicable.

Section 2.9.1 Bid Bonds

Not applicable.

Section 2.9.2: Performance and Payment Bonds

Not applicable.

Section 2.10: Delivery Requirements

As specified in Guardrail Repair Service Request (see Attachment 2)

Section 2.11: Final Acceptance

As specified in Exhibit C of the attached contract entitled General Terms and Conditions.

Section 2.12: Warranty Requirements

The Vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the Vendor at the Vendor's expense and the contract cancelled or (2) the County may require the Vendor to replace the materials at the Vendor's expense.

Section 2.13: Licensure

As stated within Section 489.131(2), Florida Statute, any county or municipality shall require that bids submitted for service, construction, improvement, remodeling or repair of public projects be accompanied by evidence that the bidder holds an appropriate certificate or registration, unless the work to be performed is exempt under s. 489.103. Therefore, any person, firm, corporation or joint venture which submits an offer in response to a COUNTY solicitation shall, at the time of such offer, hold a valid, current, and appropriate license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), a valid, current, and appropriate license issued to the subcontractor(s) shall be submitted with the prime CONTRACTORS's offer; provided, however, that the COUNTY may at its option and in its best interest allow the CONTRACTOR to supply the subcontractor(s) certificate to the COUNTY during the offer evaluation period.

Section 2.14: Preparation of Bid Response**Section 2.14.1: Delivery of Bid Response**

Unless a package is delivered by the CONTRACTOR in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office no later than the date and time established within the solicitation. Allow

sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 2.14.2: Completion Requirements for Invitation to Bid

One (1) original of the completed ITB and three (3) copies of the bid submittal documents listed below shall be delivered to the Office of Procurement Services no later than the official opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The COUNTY is not liable or responsible for any costs incurred by any bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your ITB, you are making a binding offer to the COUNTY and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the COUNTY may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in BLUE INK by an official authorized to legally bind the bidder to its provisions.

Bidders shall submit the following with their bid response:

1. **Completed Bid Cover Sheet**
2. **Completed Section 5, Pricing/Certifications/Signatures**

A. Pricing Section

Allowances: Building permit impact fee, city water impact fee, and any other permit, impact fee, or government fee. These fees shall be paid by awarded contractor, at which time the COUNTY will provide direct reimbursement to contractor, dollar for dollar.

Each bidder shall indicate the correct name on the signature page within Section 5 of this document. Bids by individuals shall be signed by the person bidding. Bids by a company with a sole owner shall be signed in the name of the company by the owner of the company. Bids by partnership shall show the full name of all partners and shall be signed in the name of the partnership by one of the partners. Bids by corporations shall indicate the legal name of the corporation, followed by the name of the State of Incorporation and must be signed by the agent qualified to sign for the company. The signature of a person authorized as agent to bind any of the above will be acceptable provided the Bid is accompanied by a proper Power-of-Attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature. The officer signing the Bid shall be authorized by the corporation's charter to sign for and bind the corporation.

All signatures shall be in blue ink and the name of the persons signing shall also be typed or printed below the signature followed by a title showing the relationship to the bidding organization such as: Owner in the case of a sole Owner; "Partner" in the case of a partnership; "President" "Vice President", "Secretary", or "Treasurer", in the case of a corporation; or "Agent", in the case of someone acting as agent or Attorney-in-Fact. A bid by a person who affixes to his signature the word "President", "Secretary", or "Agent", etc., without disclosing the name of his organization will be construed as an individual bid.

- B. Acknowledgement of Addenda, Bidders Qualifications (including the information requested in Section 2.3 of this solicitation), Personnel Information and other Certifications.
- C. Reference Forms which shall include the five (5) most recent projects of a similar scope and nature constructed under the bidder's present name, along with the Architect's name.
- D. Bid Bond – Not applicable.
- E. Proof of Insurability - Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

➤ The bidder shall also submit the following items ten (10) days after bid opening date:

1. Proof of insurance – Completed certificate of Insurance specific to this project.
2. A financial statement showing assets and liabilities of the Bidder, current to within thirty (30) days of the Bid opening, or other financial information satisfactory to the COUNTY.
3. Proposed Subcontractor information:

A list of names of the subcontractors or other persons or organizations (including those which are to furnish products fabricated to a special design) that may be utilized by the Bidder for principal or incidental portions of the work to be performed under the contract resulting from this solicitation. The bidder will be required to establish to the satisfaction of the COUNTY the reliability and responsibility of the proposed subcontractors to furnish and perform the work pertaining to such proposed subcontractor's respective trade(s). Prior to the award of the contract, the COUNTY will notify the bidder in writing if, after due investigation, the COUNTY has reasonable and substantial objections to any person or organization on such list. If the COUNTY has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at its option, withdraw its bid without prejudice. Subcontractors and other persons and organizations proposed by the bidder and accepted by the COUNTY shall be used on the work for which they were proposed and accepted and shall not be changed except with the written prior notification by the COUNTY. See applicable provisions in contract.

Section 2.15: Liquidated Damages

Liquidated Damages apply as specified in Exhibit C of the attached contract entitled General Terms and Conditions.

Section 2.16: Open to other Lake County entities purchase (optional)

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other municipalities and government agencies that are within and border Lake County? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.

Section 2.17: Certification of Materials

As part of this bid, the CONTRACTOR shall provide a certification from the manufacturer confirming that all materials that are being used during the term of this BID, meet the requirements of these specifications, any Engineering drawings provided by the County, and the Design Standards. Also furnish a Certificate of Compliance certifying that the guardrail system, materials and construction practices comply with applicable Design Standards. This information

shall be supplied to the COUNTY if there is a change of manufactures during the contract period.

Section 2.18: Clean-up

It is the responsibility of the CONTRACTOR to properly dispose of waste and debris associated with the performance of this work. Any cost of the disposal shall be the responsibility of the CONTRACTOR and part of the bid price for the component.

Section 2.19: Parts

As part of the BID the Contractor shall submit the manufacture of the material that shall be used during the contract period.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than ten (10) working days prior to the bid opening date. Such inquiries shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed Addenda form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid opening date.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- H. Any bid received after the stipulated bid opening date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

- F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.
- G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

3.6 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.7 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.8 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.9 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.10 DELIVERY FOB DESTINATION

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.11 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.12 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.13 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for

up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.14 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.15 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.16 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.17 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.18 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.19 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he

owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.20 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

Section 4.1: Specifications

Guardrail Repair and Handrail Repair, Replacement, Installation, and Related Services

A complete Scope of Services is detailed in Exhibit A, of Attachment 1, Contract.

A complete Technical Requirements is detailed in Exhibit B, of Attachment 1, Contract

Section 5.1 Pricing

CONTRACTORS are advised that all prices bid will be reviewed for proportionality and accuracy. Any evidence of unbalanced bidding, including, but not limited to, submission of artificially high or low pricing for a specific item, may be cause for rejection of that bid.

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- Each price offered in your Bid shall be a firm-fixed, exclusive of any tax. Any Bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the Bidder has specifically agreed to this condition.
- Bidders may insert any prompt payment discount in the space provided in the signature section. If no entry is made, it will be assumed that the payment terms are to be considered as “net 30”.

By Signing This Bid the Bidder Attests and Certifies That:

1. It satisfies all legal requirements (as an entity) to do business with the COUNTY.
2. The undersigned Bidder acknowledges that award of a contract may be contingent upon a determination by the COUNTY that the Bidder has the capacity and capability to successfully perform the contract.
3. The Bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this Bid document and any contract(s) and/or other transactions required by award of this solicitation.

USE EXHIBIT D (page 59) FOR BID PRICING

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

Certification Regarding Felony Conviction

Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Certification Regarding Acceptance of County Electronic Payable Process

Please certify whether the bidder will accept payment processed through the COUNTY's VISA-based electronic payment system: Yes No (Check one)

Conflict of Interest Disclosure Certification

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

Yes No (Check one)

Bidder must currently hold all required licenses for the project described in this ITB. Attach a copy of each license with the initial bid response.

Personnel Information

Attach copies of licenses and or job descriptions for the following positions:

Name of Proposed Job Superintendent: _____

Name of Proposed Site Coordinator (if required) _____

Equipment

Bidder shall have access to the proper equipment needed to complete the project and as described in section 2.3, Method of Award #3. Attach a list of the proposed equipment that will be used as part of this contract.

General Bidder Information and Proposal Signature:	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.:
	_____ E-mail:

FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____	Date: _____
Print Name: _____	Title: _____

REFERENCE FORM

List the five (5) most recent projects of a similar scope and nature completed by the bidder's present name along with the Owner's Project Manager's name.

1. Project Name:	
Location:	
Project Manager:	
Project Owner's Name:	
Address:	
Project Owner's Contact Person:	Telephone Number:
Title:	
Completion Date of Project (Actual or Estimated):	
Work for which your Company was/is responsible for \$ _____ (if different than the Estimated Project Cost)	

2. Project Name:	
Location:	
Project Manager:	
Project Owner's Name:	
Address:	
Project Owner's Contact Person:	Telephone Number:
Title:	
Completion Date of Project (Actual or Estimated):	
Work for which your Company was/is responsible for (if different than the Estimated Project Cost) \$ _____	

3. Project Name:	
Location:	
Project Manager:	
Project Owner's Name:	
Address:	
Project Owner's Contact Person:	Telephone Number:
Title:	
Completion Date of Project (Actual or Estimated):	
Work for which your Company was/is responsible for \$ _____ (if different than the Estimated Project Cost)	

4. Project Name: Location: Project Manager:
Project Owner's Name: Address:
Project Owner's Contact Person: Title: Telephone Number:
Completion Date of Project (Actual or Estimated):
Work for which your Company was/is responsible for \$ _____ (if different than the Estimated Project Cost)

5. Project Name: Location: Project Manager:
Project Owner's Name: Address:
Project Owner's Contact Person: Title: Telephone Number:
Completion Date of Project (Actual or Estimated):
Work for which your Company was/is responsible for \$ _____ (if different than the Estimated Project Cost)

ATTACHMENT 1

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA

AND

FOR

Guardrail and Handrail Repair, Replacement, Installation, and Related Services

ITB 11-0604

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This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and _____, a Florida/foreign corporation, authorized to do business in the State of Florida, hereinafter the CONTRACTOR.

Recitals

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), # 11-0604 for procurement of services for a firm to assist the COUNTY with Guardrail and Handrail Repair, Replacement, Installation, and Related Services; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTOR to assist the COUNTY with Guardrail and Handrail Repair, Replacement, Installation, and Related Services.

Article 3. Scope of Professional Services

3.1 **Projects Assigned.** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to assist the COUNTY with Guardrail Repair, Handrail, Replacement, Installation, and Related Services. The general Scope of Services is attached hereto and incorporated herein by reference as **Exhibit A** and the Technical Requirements are attached hereto and incorporated herein by reference as **Exhibit B**. Projects will be assigned to the CONTRACTOR in accordance with the pricing given as shown on the contractor Pricing attached hereto and incorporated herein by reference as **Exhibit D**. CONTRACTOR agrees and acknowledges that in the event the CONTRACTOR cannot meet the COUNTY'S specifications, including but not limited to, time for completion, cost for individual project etc., COUNTY reserves the sole right to offer the individual project to other contractors retained by the COUNTY.

3.2 **Quantities.** The quantities and types of services listed on the CONTRACTOR generated quote form, for each individual project once approved by the COUNTY, are hereby incorporated into this Agreement by reference and are deemed to be a material part of this Agreement. It is understood that the plans and specifications and objectives may be modified by a Change Order as actual progress of the individual project progresses, but to be effective and binding, any and all such Change Orders must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures.

CONTRACTOR agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement. The

CONTRACTOR shall service all areas ordered by the County's Project Manager, and the contract shall be binding only for the actual quantities ordered.

3.3 Additional Users. It is hereby agreed and understood that any County department, agency or City facility may be added to, or removed from, this contract at the option of the COUNTY and may purchase any and all items specified herein from the CONTRACTOR at the contract price(s) established herein. Under these circumstances, a contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s) or other entities.

3.4 Time of the Essence. CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. Contract time shall mean the number of consecutive calendar days from the commencement date. The CONTRACTOR shall have fifteen (15) calendar days from the receipt of the estimate request and twenty one (21) calendar days from receipt of the approved and signed CONTRACTOR generated quote form to complete the work. If the CONTRACTOR fails to have the project completed by the specified time, the COUNTY may apply liquidated damages.

3.5 General Conditions. CONTRACTOR shall abide by all terms and conditions contained within the General Terms and Conditions, attached hereto and incorporated herein by reference as Exhibit C.

3.6 Licenses, Permits and Fees.

A. CONTRACTOR shall comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the individual project. CONTRACTOR shall obtain and pay for all licenses, permits and inspection fees required to complete the scope of services. Damages, penalties or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits or fines shall be borne by the CONTRACTOR.

B. CONTRACTOR shall retain all appropriate professional licenses and insurances throughout the term of this Agreement.

C. Due to the nature of this Agreement, the COUNTY shall, at the time of requiring services hereunder, conduct a review of required permits and fees to be obtained by the CONTRACTOR from the permitting agencies having jurisdiction over the assigned project. Permits will be determined on a project by project basis. Permit cost will be determined by the requesting COUNTY department. COUNTY shall provide specifications and/or plans for a permit project.

3.7 Contractor's Personnel and Equipment. CONTRACTOR shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The CONTRACTOR shall be fully responsible for the performance of its organization and completion of all work under this contract. The CONTRACTOR shall, at all times maintain good discipline and order at the work site. The CONTRACTOR shall maintain a dress code for its employees with a minimum of shirt, safety vest, shorts and shoes in decent condition at all times while the work is being performed. The CONTRACTOR shall furnish all labor, equipment, fuel, materials, any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the terms and conditions of the contract. The CONTRACTOR shall designate a competent CONTRACTOR's Representative who shall not be replaced without written notice to the Project Manager at least twenty-four (24) hours before the change. The CONTRACTOR's Representative shall be present at job sites and shall have the authority to act on behalf of the CONTRACTOR. All communications (both verbal and written) given to the CONTRACTOR's Representative will be as binding as if given the CONTRACTOR.

3.8 Subcontractors and Suppliers. If subcontractors or materials suppliers are to be used by the CONTRACTOR, the CONTRACTOR shall provide a listing of such subcontractors and/or materials suppliers with the CONTRACTOR's acceptance of the Estimate request form. The listing shall include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall project.

3.9 Contractor's Schedule. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. The CONTRACTOR shall maintain coordination with the Project Manager at all times.

Article 4. Payment

4.1 Lump Sum. CONTRACTOR pricing shall be as specified in **Exhibit D**, attached hereto and incorporated herein by reference. Payment for each individual work request will be based upon the LUMP SUM cost agreed upon and identified in the fully executed CONTRACTOR generated and COUNTY signed quote. Neither progress payment nor partial or entire use or occupancy of the project by the COUNTY will constitute an acceptance of work not in accordance with the contract documents.

4.2 Periodic Payments. The COUNTY shall provide periodic payments, with the appropriate retention, for tasks completed by the CONTRACTOR. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and a COUNTY representative has reviewed and approved the service and deliverable.

4.3 Invoices. All invoices shall contain the purchase order number, invoice date, itemized work, date of service, person to contact and their phone number for billing questions and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner may delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Unless otherwise specified the address for invoicing shall be: Attn: John Bringard, Senior Contracting Officer, Lake County Public Works, 28127 CR 561, Tavares, FL 32778. Invoices shall be submitted within thirty (30) calendar days from completion of the work. Invoices submitted later than that take the risk of non-payment if verification of work cannot be substantiated by the Project Manager.

4.4 Unit Prices. This contract shall be lump sum for work completed. The CONTRACTOR shall be compensated at the unit price as specified Exhibit D, CONTRACTOR pricing.

4.5 Price Redetermination – Fuel. If the below-identified price index for fuel (gas and/or diesel as applicable to the CONTRACTOR's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the CONTRACTOR may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

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

State of Florida Department of Management Services
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/gasoline_and_fuel_oil_expired/price_sheets_daily_price/price_sheets_current_pricing for unleaded gas, Florida PAD 1, Orlando.

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

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

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

4.6 Certification of Payment to Subcontractors/Materials Suppliers. Prior to final payment the CONTRACTOR shall provide *Certification of Payment to Subcontractors/Materials Suppliers* before the invoice is processed and paid.

4.7 Federal or State Funding. IF ANY PROJECT GIVEN TO THE CONTRACTOR UNDER THIS AGREEMENT IS ONE IN WHICH FEDERAL OR STATE FUNDS SHALL BE USED, THE CONTRACTOR IS HEREBY INFORMED THAT PAYMENT SHALL BE CONTINGENT UPON RECEIPT OF SAID FEDERAL OR STATE FUNDS OR APPROVAL. ADDITIONALLY, PAYMENT SHALL BE CONTINGENT UPON THE CONTRACTOR COMPLETING ALL REQUIRED FORMS AND DOCUMENTATION AS IS NECESSARY IN ORDER TO OBTAIN SUCH FEDERAL OR STATE FUNDING OR APPROVAL.

Article 5. County Responsibilities

5.1 The Lake County Public Works Department shall participate in this Agreement as the primary COUNTY Department. However, any COUNTY Department may utilize this Agreement.

5.2 COUNTY shall pay in accordance with the Florida Prompt Payment Act.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract and plans and specifications. 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.

Article 6. Special Terms and Conditions

6.1 Term and Renewal. The term of this Agreement shall be twelve (12) months, beginning on the date of final execution of this Agreement. Prior to, or upon completion, of the initial term of the contract, the COUNTY shall have the option to renew this agreement for four (4) additional one (1) year periods. The COUNTY will notify the CONTRACTOR within thirty (30) days prior to the end of the current contract term of the intent to renew. The COUNTY reserves the unilateral right to extend a contract ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify CONTRACTOR in writing of such extension.

6.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

6.3 Subletting. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

6.4 Insurance. The CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable.

CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

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

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

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

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

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.

Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

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

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

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

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

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

6.5 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless from any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

6.6 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venture, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.8 No Claim for Damages. **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 from any cause whatsoever, including delays caused by unfavorable weather conditions, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this

provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to the fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the 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.

6.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

6.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment.

6.12 Purchase of Other Items. While the COUNTY has listed all major items within this contract which are utilized by COUNTY departments in conjunction with their operations, there may be ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the ancillary items. If there are multiple contractors on the contract, the COUNTY representative may also obtain price quotes from these contractors. The COUNTY reserves the right to award these ancillary items to the primary contractor, another contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.13 Public Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

6.14 Copyrights. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

6.15 Public Entity Crimes. A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold

amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted CONTRACTOR list.

6.16 Right to Audit.

A. The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

B. All items sold to the COUNTY under this Contract are subject to post sale audit adjustment. In the event an audit indicates that the CONTRACTOR has not honored its quoted price lists and discounts, the CONTRACTOR shall be liable for any and all overage charges, and this Agreement may be terminated for cause at the COUNTY'S option.

Article 7. Miscellaneous Provisions

7.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

7.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

7.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

7.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.9 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile addressed as follows:

If to CONTRACTOR

If to COUNTY:

Road Operations Division
C/O Traffic Operations Division
28127 CR 561
Tavares, FL 32778

cc: County Manager
Lake County
Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

8.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Technical Requirements
Exhibit C	General Terms and Conditions
Exhibit D	Contractor Pricing

Agreement between Lake County, Florida and _____, for Guardrail and Handrail Repair, Replacement, Installation, and Related Services; ITB 11-0604

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the _____ day of _____, 2010 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR:

Print Name: _____

Title: _____

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Welton G. Cadwell
Chairman

This _____ day of _____, 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

EXHIBIT A: SCOPE OF SERVICE**Guardrail and Handrail Repair, Replacement, Installation, and Related Services**

Description: The purpose of this Agreement is for the CONTRACTOR to repair, remove, or install guardrails and handrails as requested throughout Lake County. These services will take place in various locations throughout Lake County. This service encompasses the repair, installation, and removal, of guardrails and handrails as well as installing asphalt, clean up, disposal of debris, as well as technical assistance.

The CONTRACTOR shall be well versed and experienced with the current processes to be able to complete the work in accordance with the specifications and as directed by the Project Manager. The CONTRACTOR shall have the ability and the equipment to complete all work within the specified time.

The Procurement Services Department shall issue a Purchase Order, incorporating the price for the work to be done. The COUNTY shall issue an "Estimate request form" to the CONTRACTOR who shall then commence work.

The specifications to govern all work being performed are the standard specifications as defined in this agreement unless otherwise noted on the COUNTY accepted quote. All estimates shall include cost items to perform work as specified.

Change Orders: The COUNTY reserves the right to make changes, substitutions, additions or subtractions to the contract as necessary to best serve the needs of the COUNTY and its citizens. This shall only be accomplished by the issuance of a properly executed change order. The COUNTY shall apply the CONTRACTOR's unit price when calculating the compensation for any additional or subtracted work.

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, beginning at 12:00 a.m. and ending at 11:59 p.m.

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

Estimate request form - The COUNTY shall supply the CONTRACTOR with an Estimate request form. The CONTRACTOR shall issue a quote to the COUNTY. No work shall begin until the quote is approved, signed and is issued to the CONTRACTOR by the COUNTY.

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

Project Manager - Agent of the COUNTY responsible for items including but not limited to establishment of cost estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the CONTRACTOR.

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

Standard Specifications: FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2010 edition or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2010 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2010 (or latest edition), and all supplemental specifications thereto.

Submittals: The following shall be provided by the CONTRACTOR;

1. Provide a list of all the major equipment that will be used on this project.
2. All Material Safety Data Sheets for all chemicals including fuel shall be supplied.
3. Upon completion of the work, the CONTRACTOR shall submit an invoice as specified in the contract.
4. Upon completion of the work, the CONTRACTOR shall notify the Project Manager either by phone or e-mail that the work is ready for inspection.

EXHIBIT B: TECHNICAL REQUIREMENTS**GUARDRAIL AND HANDRAIL REPAIR, REPLACEMENT, INSTALLATION AND RELATED SERVICES**

The work consists of the removal and repair of damaged or destroyed sections of guardrail or handrail; the removal and replacement of guardrail or handrail sections and general maintenance; realignment of panels, post, blocks and anchorages, and hardware; modifications needed to bring existing sections into compliance with current standard; and the installation of new sections as may be designated by the COUNTY's Project Manager or designee. All work shall be in compliance with all contract documents and the applicable standard specifications.

Damaged guardrail or handrail and associated accessories shall be replaced using like materials as approved by the Project Manager. Any salvageable materials within the limits of each work site shall be utilized in that work site at no additional cost. All damaged guardrail materials and debris shall become property of the Contractor. Disposal of the above said items shall be the responsibility of the CONTRACTOR and shall be included in the cost associated with the replaced component. The Contractor shall remove from the right-of-way all such debris and materials at the end of each work day.

All associated hardware such as but not limited to nuts, bolts, washers, etc, shall be included in the unit price for the installation of each component.

The COUNTY shall issue a Guardrail Repair Service Request that will be either e-mailed (preferred), or faxed to the CONTRACTOR. This form shall have the location, the guardrail identification number, type of damage to include the length and indicating whether or not there is end terminal damage. The CONTRACTOR shall have fifteen (15) calendar days to make a site inspection and return to the COUNTY a completed Guardrail\Handrail Work Quote Request. The COUNTY shall review the quote form and, if in agreement, shall sign and return the quote form to the CONTRACTOR. No work shall commence without the issuance of this form except in the case of an emergency and as directed by the COUNTY. The CONTRACTOR shall then have twenty one (21) calendar days from the receipt of the approved and signed quote form to complete the work.

The CONTRACTOR shall call the Project Manager or designee upon completion of each work request. The Project Manager or designee, at their discretion, shall inspect the project and acknowledge that the job has been completed satisfactorily.

All work shall meet or exceed each of the following requirements:

1. Guardrail: When requested the CONTRACTOR shall repair or install new guardrail components that meet or exceed the following specifications.

1.1. Post:

- a. General: Use posts of either timber, or steel, and of the sizes and dimensions shown in the plans or that of the existing conditions. Use the particular type selected throughout a run of rail, except where special steel posts are required.
- i. Timber Posts: Meet requirements of the latest edition of the Southern Pine Inspection Bureau's Standard Grading Rules for Southern Pine Lumber, for No.1 grade timber, and treat the posts in accordance with the requirements for post in 955-5.3. Ensure that penetration of preservative is in accordance with requirements for round piles and fence posts in 955-6.2. Shape and drill the posts prior to treatment, and ensure that they do not vary more than one (1") inch [$\pm 25\text{mm}$] from the specified length. Dress all timber posts on all four sides (S4S).
- ii. Steel Posts: Use steel posts meeting the requirements of ASTM A36 [ASTM A36M] steel. Galvanize the posts in accordance with the requirements of ASTM A 123 [ASTM A 123M], with 2oz/ft² [600 g/m²] of zinc coating. Drill the posts prior to galvanizing. Ensure that the manufacturer furnishes certification showing physical and chemical properties of each heat, the amount of spelter coating, and conformance ASTM A 123 [ASTM A 123M]. The Contractor may use steel guardrail posts of either a rolled section or a welded structural shape with nominal dimensions as shown in the Design Standards. For welded structural shapes, it must meet the following requirement:
 - 1) Ensure that the design properties of the shape meet or exceed the design properties for a W 6 x 9 [W 150 x 14] shape as contained in the AISC Manual of Steel Construction.
 - 2) Weld in accordance with the requirements of ASTM A 769 (ASTMA 769M).
 - 3) After cutting posts to length, place a weld to seal the spaces between the web plate and flange plates.
 - 4) Galvanize as specified above after completing all drilling and welding.
- iii. Special Guardrail Posts: The designation "Special Guardrail Posts" will include only such posts as require special fabrication, for installation at locations where the normal setting would conflict with concrete structures, such as approach slabs, culvert slabs, footings, inlets, etc. Special posts, however, will not include posts for double-face median guardrail, regardless of whether they are embedded in or attached to concrete.
- iv. Setting Posts: Set standard length posts vertically to the depth shown in the Design Standards (see F.D.O.T. in Section 2.28). Set special length posts vertically to the depth shown in the plans. Align and realign posts as necessary, until final acceptance. Where the posts are not set in concrete or mounted on structures, back fill the post holes with suitable thoroughly tamped material. As an alternate method, the Contractor may use a post-driving machine, meeting the approval of the Project Manager and capable of driving the posts without damaging them. For guardrail post

replacement, backfill and compact the existing hole prior to setting the new post. If driving posts through asphalt pavement, the Contractor may either block out holes for the posts during the paving operation or cut holes through the mat prior to the post installation. Either block-out or cut through an area that is at least 50% larger than the area of the post being driven. After completing installation of the posts and compaction of the backfill material, patch the area around each post with fresh hot bituminous mixture.

1.2. Anchor Blocks:

- a. Use anchor blocks of Class I concrete, and construct and place them in accordance with the requirements shown in the plans or as directed by the Project Manager.

1.3. Offset Blocks:

- a. Use guardrail offset blocks of either timber, steel, recycled plastic, or rubber, and of the sizes specified in the Design Standards (see F.D.O.T. in Section 2.28). Treat timber blocks in accordance with the requirements for posts in 955-5.3. Ensure that penetration of preservative is in accordance with requirements for around piles and fence posts in 955-6.2. For timber offset blocks, meet the requirements of the latest edition of the Southern Pine Inspection Bureau's Standard Grading Rules for Southern Pine Lumber, for No. 1 grade timber. Dress all timber offset blocks on all four sides (S4S). Ensure that timber offset blocks do not vary more than 0.25 inch [6mm] from the specified length.

1.4. Rubber Blocks:

- a. Use rubber blocks that have a minimum Durometer hardness 50 (ASTM D 2240), show no cracking at the end of an ozone exposure of 100 +/- 10pphm or 15 hours at 100°F [38°C] (ASTM D 1149 mounting type A), do not exceed 15 points change in Durometer hardness in oven ageing for 70 hours at 158°F [70°C] (ASTM D 573), and show no cutting or tearing under 6,500 lb [29 kN] load applied through a guardrail section. Ensure that the blocks present a neat appearance and have plane surfaces. Provide rubber blocks that are 6 inches [150 mm] wide, 8 inches [200 mm] deep and 14 inches [360 mm] high. Allow dimensional tolerances of +/- 5/8 inch [16 mm] in height, +/- 3/8 inch [10 mm] in width, and +/- 3/8 inch [10 mm] in depth. For Recycled Plastic offset blocks, meet the requirements of Section 972.

1.5. Rail elements for Guardrail:

- a. General: The CONTRACTOR shall construct or repair guardrail of the standard W-beam or thrie beam type and shall use materials for the rail and rail elements meeting the steel requirements of FDOT Standard Specifications Section 967-1. The CONTRACTOR shall install the type of guardrail panel that is existing unless

otherwise directed as by the Project Manager. The following are the different types of rails that may be used within Lake County.

- i. Steel Guardrail: Steel guardrail materials shall meet the requirements of (AASHTO M 180), (except as specified below), and for either Class shown. Type 2 zinc coating will be required. As an exception to the requirements of (AASHTO M 180), the coating properties, sampling, test methods, inspection, and certification related to galvanizing regardless of the method of galvanization of the rail elements shall meet the requirements of ASTM A 123 [ASTM A 123M]. All supports, fastening and other accessories, including bolts, nuts, washers, etc., (and including the steel trailing end-anchorage rods required to be used with aluminum guardrail) shall be galvanized as specified in ASTM A 153 [ASTM A 153M]. Acceptance of steel guardrail materials shall be based on manufacturer's certified mill analysis of test results meeting the specification limits of the ASTM or AASHTO designation as stated above. Certification of these test values, representing each shipment of guardrail materials, shall be provided to the Project Manager for each project
- ii. Aluminum Guardrail: Except as might be specified otherwise in the plans, aluminum rail and hardware shall meet the requirements specified otherwise in this Article. The aluminum rail element shall consist of a 0.125 inch [3.2 mm] aluminum sheet, Alloy Alclad 2024-T3, formed into a deep-beam type rail in accordance with the details shown on the Design Standards. The rail element shall meet the following requirements:
 - (1) Minimum ultimate tensile strength – 62,000 psi [430 MPa].
 - (2) Minimum longitudinal strength through splice joint – 80,000 lbs [350 kN].
 - (3) Minimum thickness of plate – 0.125 inch [3.2 mm].
 - (4) A 2 inch [50 mm] test specimen shall elongate not less than 15%.

1.6. End Anchorage Assemblies: When required the CONTRACTOR shall replace a damaged or install a new end anchorage assembly with the type and style that was removed unless otherwise directed by the Project Manager. When possible the CONTRACTOR shall reuse any parts of the existing guardrail system that has not been damaged or otherwise are unusable. This shall include, but not be limited, to extruder heads.

1.7. Reflectors: As part of this contract the CONTRACTOR shall be required to install new reflector, linear delineation systems, and reflective stickers on the end anchorage assembly head.

- a. Mount acrylic plastic reflectors on the guardrail in accordance with the details shown in the plans or to the Design Standards. Provide reflectors that meet the requirements of 993-5 and are colorless or amber, in accordance with the locations of use for each, as specified in the plans backfilling and compacting existing holes.
- b. The Project Manger may require the installation of a linear delineation system. This system shall be 3M Diamond Grade or equivalent material laminated onto a thin gauge of aluminum. The Contractor shall install the system to the manufacture specifications

and installation procedures. Each panel shall be construed of cube-corner retro-reflective material in standard highway colors permanently bonded to an aluminum substrate. The lateral edges of each panel shall be hemmed. The panel assembly shall have a repeating raised lateral ridge every 2.25 inches, 0.34 inches in height. Each panel shall not be less than 34 inches in length. Panel shall be available in 4.00 inch and 6.00 inch widths. Each panel shall be designed to attach/adhere to and shall be compatible with concrete safety barriers and/or highway guardrails profile and a 0.28 inch radius top.

- c. Reflective sticker shall be installed to the face of head of the end anchorage assembly. These stickers shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The cost for this shall be included in the cost of the end treatment.

1.8. Resetting Guardrail: When specified by the Project Manager, the CONTRACTOR shall Remove the existing guardrail, and reset the salvaged guardrail with existing materials when allowable. Reset the guardrail at locations shown in the plans in accordance with the design standards for guardrail construction or as modified by the plans. The CONTRACTOR shall prevent damage to reusable materials when removing existing guardrail. Furnish all new materials necessary to complete the reset guardrail installation. Set posts in accordance with the requirements of 536-3. Erect guardrail panels, anchors, and hardware in accordance with the design standards for guardrail construction or as modified by the detailed plans. The CONTRACTOR shall replace any salvageable materials damaged by operations at no expense to the County. If any items are determined to be non salvageable, the CONTRACTOR shall notify the Project Manager before any work shall take place. The CONTRACTOR shall prepare an estimate in writing for approval for any items that need to be replaced. If the CONTRACTOR has started the work without prior approval for any replacement items, the CONTRACTOR shall do the work at no cost to the County.

1.9. Miscellaneous Asphalt: Where specified, the Contractor shall supply and install an asphalt pad under and around the guardrail at a minimum of two (2) inches thick and three (3) feet wide for the length of the entire guardrail. The asphalt shall extend three (3) feet past each end post. The Contractor may choose fresh hot bituminous mixture or cold-mix asphalt. Any guardrails that have an existing asphalt base pad and are being repaired shall be completed by patching the asphalt area to like or better condition.

2. Handrail: When requested the CONTRACTOR shall repair or install new handrail components that meet or exceed the following specifications.

2.1. General: The contractor shall supply and install handrail as directed by the Project Manager.

- a. The maximum panel length shall be no greater than six (6) feet six (6) inches. This size may be required to be adjusted because of site conditions and the CONTRACTOR

shall insure that panels are sized so to allow for the proper location of the mounting plates.

- b. All fixed joints shall be welded and ground smooth or commercially designed fixed joint systems as approved by the Project Manger. There shall be no gaps allowed to be and the joint shall be sealed the complete circumference. The connection from the post to the mounting base shall be welded, no other process shall be allowed.
- c. Mounting bolts shall be galvanized steel and shall not be allowed to extend past the top face of the nut more than $\frac{1}{4}$ inches. The top of the bolt shall be ground smooth.
- d. The handrails shall be either two (2) rail or three (3) rail. The height shall be according to FDOT Standards.
- e. All setscrew holes shall be filled with an epoxy gel (to prevent theft).

2.2. Materials: Unless otherwise specified all posts, rails, and base plates shall be of aluminum alloy 6061-T6. The materials shall also be equal to or exceed the following specifications:

- a. Post shall be two 2" nominal pipe size (NPS)
- b. Rails shall be two 2" NPS
- c. Rail joint/splice sleeves 1 $\frac{1}{2}$ " NPS
- d. Handrail joint/splice sleeves 1" NPS
- e. Handrail 1 $\frac{1}{2}$ " NPS
- f. Handrail support bar 1" \varnothing Round Bar
- g. Mounting base plates 8" X 6" X $\frac{1}{2}$ "
- h. Anchors\bolts shall be $\frac{3}{4}$ " \varnothing X 8" galvanized steel

2.3. Assemblies: As part of this contract cost for complete assembly for both two (2) and three (3) rail handrail shall be included. This cost shall be by the linear foot. The complete assembly shall include but not be limited to the following:

- a. Posts
- b. Rails
- c. End assemblies
- d. Installation
- e. Mounting plates
- f. All associated hardware such as but not limited to nuts, bolts, washers, etc, shall be included in the unit price for the installation of each component.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors & Omissions
3. Emergency Service
4. Compliance with Occupational Safety & Health Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extensions
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Damage
15. Protection of Existing Structures, Utilities, Work and Vegetation
16. Equipment
17. Sanitation
18. Other Work
19. Bonds
20. Final Inspection
21. Final Acceptance
22. Measurement and Payment
23. Warranty

1. **INTENT OF CONTRACT DOCUMENTS**

- A. It is the intent of the contract documents to describe a functionally complete project(s) (or portion thereof) to be completed in accordance with the contract documents which combine to define the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being

required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.

- B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. Drawings are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the CONTRACTOR shall be required to comply with the provision which is the more restrictive or stringent requirement upon the CONTRACTOR, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the contract documents.

2. **ERRORS AND OMISSIONS**

The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, or construction stakeout, the CONTRACTOR shall immediately notify the Project Manager in writing, of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and fails to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

3. **EMERGENCY SERVICE**

- A. The CONTRACTOR shall provide 24 hours, 7 days a week emergency service to the COUNTY under this 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 six (6) hours after notification by the COUNTY. During other than regular working hours, the emergency response time, as defined above, shall also be within six (6) hours after notification by the COUNTY. The CONTRACTOR's responsible person for supervision of emergencies shall speak and understand English. The CONTRACTOR shall submit to the Project Manager, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the work site. Included in this list shall be twenty four (24) hour contact phone numbers for all subcontractors, if any, performing work under this Agreement. This list shall contain the name and contact information of their supervisors responsible for work pertaining to this contract.

- B. In the event of an emergency affecting the safety or protection of persons or the work or property at the project site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Project Manager written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order may be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

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

- A. 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.
- B. Any item delivered or used under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:
1. The chemical name and the common name of the toxic substance;
 2. The hazards or other risks in the use of the toxic substance, including, the potential for fire, explosion, corrosiveness, and reactivity;

3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances;
 4. The primary route of entry and symptoms of exposure;
 5. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
 6. The emergency procedure for spills, fire, disposal and first aid;
 7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information; and
 8. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- C. Any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The cost of 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 a completed compliance order with local, state, and federal agencies shall be given to the COUNTY.
- D. If any hazardous chemicals or conditions are discovered 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.
- E. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided by the CONTRACTOR.
- F. 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.
- G. 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 types or identification of known toxic material, machine hazards, Material 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.

- H. 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.
- I. At a minimum, all equipment used within the right of way shall be equipped with a properly operating amber flashing or white strobe light. All safety devices installed by the manufacturer shall be in place and in proper working order. If the Project Manager determines that equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the CONTRACTOR's equipment by the Project Manager shall not relieve the CONTRACTOR of 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.
- J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. 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 communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

5. **GENERAL INSPECTION REQUIREMENTS.**

- A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need require the CONTRACTOR to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR'S inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual project.
- B. CONTRACTOR shall furnish the 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 Project Manager so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After

examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

- C. If during or prior to operations, the 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 the Project Manager's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to operations, the Project Manager rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the CONTRACTOR written notice of the defect. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the CONTRACTOR giving the CONTRACTOR another seven (7) calendar days to correct the defect. If the CONTRACTOR fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the Project Manager will notify the COUNTY so that the COUNTY may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.
- E. Should the CONTRACTOR fail or refuse to remove and renew any defective material 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, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replace, as may be necessary, at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the CONTRACTOR has failed or refused to make, shall be paid for out of any monies due or which may become due the CONTRACTOR, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, but not be limited to, costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the work

attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

- F. When the United States Government or the State of Florida is to pay a portion of the cost of operation, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- G. 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. In the event the Project Manager finds the materials or the finished product in which the materials are used not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.
- H. Materials shall be so 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 Project Manager, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense.

6. **PROJECT MANAGER**

- A. It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement.
- B. The Project Manager may appoint such assistants and representatives as desired. They will 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 assistants will not be authorized to revoke, alter or waive any requirement of the contract documents.
- C. Project Manager will be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the contract documents, and will have the authority to reject materials until any questions at issue can be referred to

and decided by the Project Manager. The Project Manager shall have the authority to suspend the work only if the COUNTY approves such suspension, if the Project Manager is someone other than the COUNTY. The CONTRACTOR shall be immediately notified in writing by the COUNTY of any suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Project Manager or designee will in no way lessen the responsibility of the CONTRACTOR.

- D. Project Manager shall have the authority to order minor changes in the work not involving an adjustment to the contract amount or an extension to the contract time and not inconsistent with the intent of the contract documents. Such changes may be effected by construction directive and shall be binding on the CONTRACTOR.
- E. Project Manager shall have all other duties and responsibilities as set forth in other sections of this contract.

7. **CONTRACT TIME AND TIME EXTENSIONS**

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the approved quote to the date on which all work is to be completed. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others shall not be delayed or impaired by any act or omission of any act by the CONTRACTOR. The CONTRACTOR shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- B. Should the CONTRACTOR be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.
- C. If the CONTRACTOR complies with the two (2) business days notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the Project Manager's investigation of the delay 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 which impact the CONTRACTOR’s schedule. Extensions of contract time, if approved by the Project Manager, must be authorized by Change Order.

- D. Weather events are specifically excluded as excused cause for delay under this CONTRACT and no additional days shall be given for rain days.
- E. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The 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 continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY’s actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under	\$ 25
Over \$5,000 but less than \$10,000	\$ 65
\$10,000 or more but less than \$20,000	\$ 91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
Over \$50,000 but less than \$250,000	\$313
\$250,000 or more but less than \$500,000	\$715
\$500,000 or more but less than \$2,500,000	\$1,423
\$2,500,000 or more but less than \$5,000,000	\$2,121
\$5,000,000 or more but less than \$10,000,000	\$3,057
\$10,000,000 or more but less than \$15,000,000	\$3,598
\$15,000,000 or more but less than \$20,000,000	\$4,544
\$20,000,000 and over	\$8,537
Plus 0.00027 percent per day for amount over \$20,000,000	

- F. COUNTY shall retain from the compensation to be paid to CONTRACTOR the above described sum. Any CONTRACTOR that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the COUNTY, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

8. **HOURS OF OPERATION**

- A. Unless otherwise specified in the technical specifications or on the Estimate request form all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than forty-eight (48) hours prior to the requested work day. Work on Saturdays may be permitted by verbal approval from the Project Manager. County Holidays are as follows:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- C. Under no circumstance will permission be given for work, with the exception of emergency situations, on New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veterans Day, or the day after Thanksgiving.
- D. When the CONTRACTOR requests and is approved for Saturday, Sunday, or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. **CHANGES IN WORK**

- A. The COUNTY may at any time, by issuance of a Change Order executed in accordance with the COUNTY's Purchasing Policies and Procedures, make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be

requested from the CONTRACTOR. Upon negotiation of the offer, execution and receipt of the Change Order, the CONTRACTOR shall commence performance of the work as specified.

- B. The CONTRACTOR shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the CONTRACTOR performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the CONTRACTOR'S own risk. The COUNTY assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. **CLAIMS AND DISPUTES**

- A. Claims by the CONTRACTOR shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the CONTRACTOR shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

- i. Claims by the CONTRACTOR shall be resolved in the following manner:

Upon receiving the claim and supporting data, the COUNTY Project Manager will review the claim, or if the Project Manager is not a COUNTY employee, will forward the claim to the COUNTY. The COUNTY will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.

If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in the County or Circuit Court sitting in Lake County, Florida.

- ii. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (i) above.
- iii. Arbitration shall not be considered as a means of dispute resolution.

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

- A. COUNTY shall furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the contract documents constitutes the extent of land provided by the COUNTY. No storage of equipment or service shall take place on private property. If any storage or service is anticipated to take place on adjoining private property, the CONTRACTOR shall contact the owner of the property to complete and sign the "Right of Entry Statement". The original of this completed form shall accompany the invoice when submitted.
- B. The CONTRACTOR shall supply the Project Manager any such form before the equipment is placed on private property. Any and all other lands required by the CONTRACTOR shall be procured by the CONTRACTOR at the CONTRACTOR's expense.
- C. As the work progresses, the CONTRACTOR shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the CONTRACTOR allows the site to become littered and unsightly, any payments otherwise due may be withheld until the CONTRACTOR cleans up the site to the satisfaction of the COUNTY. All costs associated with clean-up and debris removal must be included with the unit price. If the CONTRACTOR fails to clean up the site, the COUNTY may choose to clean up the site at the CONTRACTOR'S expense and deduct the associated costs from the amount due the Contractor.
- D. The CONTRACTOR shall, absent written permission from a private property owner, confine all equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the contract documents, and shall not unreasonably encumber the projects determined by the Project Manager or the COUNTY, with equipment or materials. The CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment and machinery and surface materials and shall leave the project site clean and ready for occupancy by the COUNTY.

12. MAINTENANCE OF TRAFFIC (MOT)

- A. Maintenance of traffic shall be the responsibility of the CONTRACTOR, be part of the CONTRACTOR's bid price, and shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems, F.D.O.T.'s most current edition of the "Standard Specifications for Road and Bridge Construction" and the most current Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: www.dot.state.fl.us/mapsandpublications
- B. All costs associated with MOT must be included in the CONTRACTOR's bid price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the F.H.W.A and M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- i. All lane closures shall have the prior approval of the Project Manager.
 - ii. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the work area.
 - iii. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic.

13. UNDERGROUND UTILITIES

- A. Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The COUNTY shall also be notified by telephone at the earliest opportunity and shall be provided a written explanation of the incident within two (2) days.

14. DAMAGE

- A. 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, mail boxes,

turf, COUNTY signs or other property owned by the COUNTY, etc., shall be either repaired or replaced by the CONTRACTOR, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the COUNTY such as, but not limited to, from utility companies or landowners, which are determined to be the result of damage done by the CONTRACTOR, shall be the responsibility of the CONTRACTOR. COUNTY reserves the right to pay any such claims and deduct such amount from the CONTRACTOR'S invoice. Repairs, or receipt of repairs, will be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the repair is not in accordance with COUNTY standards, the COUNTY shall repair the items and deduct the associated cost from the amount due the CONTRACTOR.

- B. Complaints shall be addressed within forty eight (48) hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The CONTRACTOR shall notify the COUNTY immediately of any complaints given directly to the CONTRACTOR.
- C. If in the course of completing work as part of this contract there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the Project Manager of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the Project Manager.

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

- A. Location of existing structures and utilities provided in the contract documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the contract documents, shall be repaired or restored promptly by, and at the expense of the CONTRACTOR.
- B. The CONTRACTOR shall 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 progress of the CONTRACTOR as may be determined by the Project Manager. The CONTRACTOR shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. Care will be taken by the CONTRACTOR in falling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The CONTRACTOR will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the CONTRACTOR'S failure to protect and preserve same as required herein.

- D. The CONTRACTOR shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the CONTRACTOR or any one for whom the CONTRACTOR is legally liable is responsible for any loss or damage to the work, or other work or materials of the COUNTY or COUNTY'S separate contractors, the CONTRACTOR shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the CONTRACTOR.
- E. The CONTRACTOR shall not disturb any benchmark established by the COUNTY with respect to the project. If the CONTRACTOR, or its subcontractors, agents or any one for whom the CONTRACTOR is legally liable, disturbs COUNTY benchmarks, the CONTRACTOR shall immediately notify the Project Manager. The COUNTY shall have the benchmarks re-established and the CONTRACTOR shall be liable for all costs incurred by the COUNTY associated therewith. Such costs shall be deducted from any amounts due the CONTRACTOR.
- F. The CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the CONTRACTOR including but not limited to, motor vehicles or pedestrians. The CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the COUNTY from all such claims. Claims not handled by the CONTRACTOR or their representative in the proper manner, will be settled by the COUNTY. The COUNTY shall recover all costs from the CONTRACTOR.

16. **EQUIPMENT**

- A. CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The COUNTY reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, 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 Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, 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 Project Manager. Inspection and approval of the CONTRACTOR'S equipment by the Project Manager shall not relieve the CONTRACTOR of 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.
- B. Any equipment left within the right of way shall be outside the clear zone. No equipment shall be parked overnight in the clear zone as defined in FDOT Design Standards Index 700.

- C. All service and supply operations shall be conducted outside the clear zone (median area). No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

17. **SANITATION**

- A. The CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained clean and sanitary without noticeable odors, and cleaned/serviced regularly so as not to attract flies, or other insects at all times, no graffiti or holes in unit, all doors and other apparatus shall be in working order and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state and local laws.

18. **OTHER WORK**

- A. The CONTRACTOR will cooperate with COUNTY personnel or any other contractor who may be engaged in authorized work prior to final completion of the project.
- B. The CONTRACTOR shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted and adjacent landowners that have the proper permits to work within the County right of way, and Utility companies that are not necessarily contractors.
- C. The COUNTY may perform other work related to the project site or, in the general vicinity of the site by the COUNTY'S employees, have other work performed by utility owners or other direct contractors. If other work is not identified in the contract documents and if the CONTRACTOR believes that such performance will involve additional expense to the CONTRACTOR or require additional time, the CONTRACTOR shall send written notice of that fact to the COUNTY and the Project Manager within two (2) business days of being notified of the other work. If the CONTRACTOR fails to send the above required notice, the CONTRACTOR will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The CONTRACTOR shall afford each utility owner and other contractors (or the COUNTY, if the COUNTY is performing the additional work with the COUNTY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.
- D. If any part of the CONTRACTOR'S work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the

CONTRACTOR shall inspect and promptly report to the Project Manager, in writing within two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the CONTRACTOR to obtain proper execution or results. The CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and property for integration with the CONTRACTOR's work.

19. **BONDS**

- A. Not applicable.

20. **FINAL INSPECTION**

- A. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- B. Upon written notice from the CONTRACTOR that the service has been completed (or upon receipt of an invoice), the Project Manager will make a final inspection within five (5) calendar days of receipt of notification. The Project Manager will notify the CONTRACTOR if necessary of any deficiencies, if any, with the project. The CONTRACTOR shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may notify CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the allowed time past the date that the approved quote was issued to the CONTRACTOR.
- C. The CONTRACTOR shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the CONTRACTOR shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the CONTRACTOR, the Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the CONTRACTOR for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

21. **FINAL ACCEPTANCE**

- A. The work order by the approved quote will be considered complete when all work has been completed and has been accepted by the COUNTY and the Project Manager. The CONTRACTOR will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.
- B. The COUNTY reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover

from the CONTRACTOR or its 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, including any fees or costs associated with the additional services of the Project Manager.

22. **MEASUREMENT AND PAYMENT**

- A. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the center line to center line shown on the plans, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished work as determined and authorized by the Project Manager.
- D. No payment shall be made for either work that has been completed over a greater area than authorized, except when such work is performed upon instructions of the Project Manager, with the COUNTY'S approval.
- E. No payment shall be made on materials that are stored either on-site or off-site unless approved in advance by the COUNTY. Invoices shall only request payment for those materials that have been incorporated into the work. Determination as to whether the materials have been stored or incorporated into the work shall be solely the COUNTY'S decision.
- F. The CONTRACTOR shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the COUNTY.
- G. Failure to complete any item to plan or authorized dimensions within the specification tolerances shall result in modification by the CONTRACTOR to acceptable tolerances at no additional cost to the COUNTY, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

23. **WARRANTY**

- A. The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. 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: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the County may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

EXHIBIT D: CONTRACTOR PRICING**11-0604, GUARDRAIL AND HANDRAIL REPAIR, REPLACEMENT, INSTALLATION AND RELATED SERVICES**

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- Each price offered in your Bid shall be a firm-fixed, exclusive of any tax. Any Bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the Bidder has specifically agreed to this condition.
- Bidders may insert any prompt payment discount in the space provided in the signature section. If no entry is made, it will be assumed that the payment terms are to be considered as “net 30”.

By Signing This Bid the Bidder Attests and Certifies That:

1. It satisfies all legal requirements (as an entity) to do business with the COUNTY.
2. The undersigned Bidder acknowledges that award of a contract may be contingent upon a determination by the COUNTY that the Bidder has the capacity and capability to successfully perform the contract.
3. The Bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this Bid document and any contract(s) and/or other transactions required by award of this solicitation.

Guardrail

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Resetting Guardrail	LF	250		
2	Resetting guardrail double face	LF	500		
3	Re-alignment of existing guardrail	LF	500		
4	New guardrail including post, offset blocks, reflectors, delineator assemblies hardware, etc.	LF	500		
5	Guardrail panels	LF	1500		
6	Guardrail post	EA	50		
7	Encased guardrail post	EA	5		
8	Offset blocks	EA	50		
9	Special end shoes	EA	10		
10	Terminal connector	EA	5		
11	Flared end section	EA	5		
12	Half rounded end section	EA	5		
13	Full rounded buffer end section	EA	5		

14	Anchor plate assembly	EA	5		
15	Type II end anchorage assembly	EA	5		
16	End anchorage assembly Type MELT	EA	10		
17	End anchorage assembly Type CRT	EA	10		
18	End anchorage assembly Type ET-2000	EA	5		
19	End anchorage assembly Type SRT-350 (8 post system)	EA	5		
20	End anchorage assembly Type BEST	EA	3		
21	End anchorage assembly Type LET	EA	2		
22	End anchorage assembly Type SKT-350	EA	2		
23	End anchorage assembly Type FLEAT-350	EA	2		
24	End anchorage assembly Type REGENT	EA	2		
25	Repair existing bridge end assembly	EA	2		
26	Steel anchor post (bridge)	EA	2		
27	Concrete anchor post (bridge)	EA	2		
28	End post with special end shoe recess (bridge)	EA	2		
29	Special steel guardrail post for single or double face guardrail (where culverts or other structures preclude normal installation)	EA	5		
30	Transition Panel form Trie-beam to w-beam	EA	4		
31	Detail J Bridge Anchorage	EA	4		
32	ET 2000 Extruder Head				
33	SKT - 350 Extruder Head				
34	FLEAT 350 Extruder Head				
35	Reflectors	EA	500		
36	4" Linear Reflective System (include the manufacture type and specifications)	EA	300		
37	6" Linear Reflective System (include the manufacture type and specifications)	EA	300		
38	Brackets for Linear Reflective System.	EA	600		
39	Removal/disposal of existing guardrail	LF	1000		
40	Special safety pipe rail	LF	100		
41	Miscellaneous asphalt paving	SY	500		
42	Miscellaneous concrete paving	SY	50		
43	Shop bent radius	LF	200		

44	Miscellaneous sod installed	SF	500		
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Handrail

Item #	Description	Unit	Estimated Quantity	Unit Price	Total Price
1	Posts 2" NPS (Sch. 40)	LF	100		
2	Rails 2" NPS (Sch. 40)	LF	100		
3	Rail Joint/Splice sleeves 1 1/2" NPS (Sch. 40)	EA	10		
4	Handrail Joint/Splice sleeves 1 NPS (Sch. 40)	EA	10		
5	Handrail 1 1/2" NPS (Sch. 40)	LF	50		
6	Handrail Support Bar 1" Ø Round Bar	LF	50		
7	Mounting base plates	EA	30		
8	Two rail assembly	LF	500		
9	Three rail assembly	LF	500		

1	Emergency response	EA	5		
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Total In numbers

Total in words

General Bidder Information and Proposal Signature:

Firm Name: _____	
Street Address: _____	
Mailing Address (if different): _____	
Telephone No.: _____	Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____	Date: _____
Print Name: _____	Title: _____

ATTACHMENT 2



To:	From:	Public Works Road Operations Div.
Fax:	Phone:	352-253-4980
Phone:	Date:	10/7/2010
E-Mail:	Pages:	1

Re: 00-000 Guardrail Repair Service Request

WORK QUOTE REQUEST

Road Name: _____ Segment Number: _____

Guardrail Number: _____

Location: _____

Nearest City: _____

Section: _____ Township: _____ Range: _____

Length of damage if not an end: _____

Ends damaged? Yes No

If yes, how many? _____

Comments: _____

Questions should be addressed and agreed upon in writing by either the Project Manager or designee prior to the performance of work. Send all invoices to the address listed below.

Approved by: _____

County Representative

Work completed OK to Pay Date :	Invoice #	
Approved by:	Goods Received	

ATTACHMENT 3
GUARDRAIL\HANDRAIL
Work Quote Request
 All prices include installation

Project Name and Location

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Resetting Guardrail (Single Face)	_____	LF	\$0.00	\$_____
2.	Resetting Guardrail (Double Face)	_____	LF	\$0.00	\$_____
3.	Re-alignment of existing guardrail	_____	LF	\$0.00	\$_____
4.	New Guardrail-Including Post, Offset Blocks, Reflectors, Delineator Assemblies, Hardware etc.	_____	LF	\$0.00	\$_____
5.	Guardrail Panels	_____	LF	\$0.00	\$_____
6.	Guardrail Posts	_____	EA	\$0.00	\$_____
7.	Encased Guardrail Post	_____	EA	\$0.00	\$_____
8.	Offset Blocks	_____	EA	\$0.00	\$_____
9.	Special End Shoes	_____	EA	\$0.00	\$_____
10.	Terminal Connector	_____	EA	\$0.00	\$_____
11.	Flared End Section	_____	EA	\$0.00	\$_____
12.	Half Rounded End Section	_____	EA	\$0.00	\$_____
13.	Full Rounded Buffer End Section	_____	EA	\$0.00	\$_____
14.	Anchor Plate Assembly	_____	EA	\$0.00	\$_____
15.	Type II End Anchorage Assembly	_____	EA	\$0.00	\$_____
16.	End Anchorage Assembly Type MELT	_____	EA	\$0.00	\$_____
17.	End Anchorage Assembly Type CRT	_____	EA	\$0.00	\$_____
18.	End Anchorage Assembly Type ET-2000	_____	EA	\$0.00	\$_____
19.	End Anchorage Assembly Type SRT-350 (8 post system)	_____	EA	\$0.00	\$_____
20.	End Anchorage Assembly Type BEST	_____	EA	\$0.00	\$_____
21.	End Anchorage Assembly Type LET	_____	EA	\$0.00	\$_____
22.	End Anchorage Assembly Type SKT-350	_____	EA	\$0.00	\$_____
23.	End Anchorage Assembly Type FLEAT-350	_____	EA	\$0.00	\$_____
24.	End Anchorage Assembly Type REGENT	_____	EA	\$0.00	\$_____
25.	Repair Existing Bridge End Assembly	_____	EA	\$0.00	\$_____
26.	Steel Anchor Post (Bridge)	_____	EA	\$0.00	\$_____
27.	Concrete Anchor Post (Bridge)	_____	EA	\$0.00	\$_____
28.	End Post with Special End Shoe Recess (Bridge)	_____	EA	\$0.00	\$_____
29.	Special Steel Guardrail Post for Single or double face Guardrail (where culverts or other structures precludes Normal installation).	_____	EA	\$0.00	\$_____
30.	Transition Panel from trie-beam to w-beam	_____	EA	\$0.00	\$_____
31.	Detail J Bridge Anchorage	_____	EA	\$0.00	\$_____
32.	ET 2000 Extruder Head	_____	EA	\$0.00	\$_____
33.	SKT – 350 Extruder Head	_____	EA	\$0.00	\$_____
34.	FLEAT 350 Extruder Head	_____	EA	\$0.00	\$_____
35.	Reflectors	_____	EA	\$0.00	\$_____

36.	4" Linear Reflective System (include the manufacture type and specifications)	_____	EA	\$0.00	\$ _____
37.	6" Linear Reflective System (include the manufacture type and specifications)	_____	EA	\$0.00	\$ _____
38.	Brackets for Linear Reflective System	_____	EA	0.00	\$ _____
39.	Removal/Disposal of Existing Guardrail	_____	LF	0.00	\$ _____
40.	Special Safety Pipe Rail	_____	LF	\$0.00	\$ _____
41.	Miscellaneous Asphalt Paving	_____	SY	\$0.00	\$ _____
42.	Miscellaneous Concrete Paving	_____	SY	\$0.00	\$ _____
43.	Shop Bent (Radius)	_____	LF	\$0.00	\$ _____
44.	Miscellaneous sod installed	_____	SY	\$0.00	\$ _____

Total Guardrail Cost Quote: \$ _____

**HANDRAIL
Work Quote Request**

Project Name and Location

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Posts 2" NPS (Sch. 40)	_____	LF	\$0.00	\$ _____
2.	Rails 2" NPS (Sch. 40)	_____	LF	\$0.00	\$ _____
3.	Rail joint/splice	_____	EA	\$0.00	\$ _____
4.	Handrail joint\splice	_____	EA	\$0.00	\$ _____
5.	Handrail 1 1/2" NPS	_____	LF	\$0.00	\$ _____
6.	Handrail support bar 1"	_____	LF	\$0.00	\$ _____
7.	Mounting base plates	_____	EA	\$0.00	\$ _____
8.	Anchors/bolts	_____	EA	\$0.00	\$ _____
9.	Two rail assembly	_____	LF	\$0.00	\$ _____
10.	Three rail assembly	_____	EA	\$0.00	\$ _____

Total Handrail Cost Quote: \$ _____

1.	Emergency Response Fee	_____	EA	\$0.00	\$ _____
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Total Project Cost Estimate: \$ _____

County Representative

Contractor Representative

Print _____

Print _____

Sign _____

Sign _____

Date _____

Date _____

ATTACHMENT 4

**RIGHT-OF ENTRY
STATEMENT**

Date _____

Property Owner's Name: _____

Tenant's Name: _____

Address of Property: _____

City/Zip Code: _____

Description of Property: _____

Right of Entry

I certify that I am the owner, or an owner's authorized representative of the above described property. I freely grant, and without coercion, the right of access and entry to said property for the purpose of completing work that exists in the COUNTY right-of-way and on my property.

I will mark any sewer lines, septic tanks, water lines, utilities located on the described property to help prevent damage to said items.

Sworn and attested to: _____

Property owner or agent

Print Name: _____

Signature: _____

Witnessed: _____

Lake County Representative or Contractor Representative

Print Name