LAKE COUNTY
FLORIDA

CONTRACT NO. **13-0430**

for **Pavement and Base Repair Contractor, On Call**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Paqco, Inc.** (hereinafter "Contractor") to supply **Pavement and Base Repair Contractor, On Call** to the County pursuant to County Bid number **13-0430** (hereinafter "Bid"), addenda nos. 1 dated March 13, 2013, bid opening dated **March 20, 2013** and Contractor's **March 06, 2013** Bid response thereto with all County Bid provisions governing.

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

Attachments: N/A

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

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

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

This Contract is effective from **June 1, 2013** through **May 31, 2014** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

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

LAKE COUNTY, FLORIDA

By: Sandra Lozius
Contracting Officer

Date: 05-08-2013

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

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: March 13, 2013

ITB / RFP No. ~~13-0420~~ 13-0430 SR

ITB/RFP Title: Pavement & Base Repair Contractor, On-Call

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to change the below:
Section 1.10.2: Bid Submittal

A. ~~The original bid~~ **Two original bids** and 1 (one) complete copy of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid opening date and time.

B. Section 4, Pricing/Certifications/Signatures, page 26.
*The size is per FDOT ~~2007~~ **2013** Standard Specifications for Road and Bridge Construction for all symbols and messages.

C. Section 4, Pricing/Certifications/Signatures, pages 26.
Change the Current Fuel Base Index website to below, and as noted in Section 1.6.1, Price Redetermination for Fuel:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel/price_sheets_daily_price

Firm Name: PAQCO, INC. Date: 3-13-13

Signature: _____ Title: VICE PRESIDENT

Typed/Printed Name: FAY PAQUETTE

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

PAVEMENT & BASE REPAIR CONTRACTOR, ON-CALL

ITB Number:	13-0430	Contracting Officer:	Sandra Rogers
Bid Opening Date:	**March 20, 2013**	Pre-Bid Date:	Not applicable to this solicitation
Bid Opening Time:	**3:00 PM (EST)**	Issue Date:	February 20, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Performance and/or Performance Bond:	**See Section 1.9**
Certificate of Competency/License:	**See Section 1.13**
Indemnification/Insurance:	**See Section 1.8**
Pre-Bid Conference:	**See Section 1.4 (not applicable)**

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 vendors submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Procurement Services' Office within ten (10) working days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return all items as outlined in Section 1.10.2 Bid Submittal, and attach all other information requested in this ITB. 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: PAQCO, INC. *Phone Number:* (352) 365-0006

E-mail Address: fay@paqcoinc.com *Contact Person:* FAY PAQUETTE

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for on-call road repairs to include base repairs, milling, the installation of asphalt, and the installation of striping to match the pre-existing striping. The size of these repairs shall vary from a minimum of 10 square yards (SY) to as large as 6,000 square yards (SY) and will take place on County-maintained roads and related facilities throughout the County.

Section 1.2: 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.

Sandra Rogers, Contracting Officer
Lake County BCC
Procurement Services' Office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9832
Fax: 352.343.9473
E-mail: srogers@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 Procurement Services' Office.

Section 1.3: Method of Award

Award of this contract will be made to the responsive, responsible vendor that submits an offer on all items listed in the solicitation and which represents the lowest price when all items are added in the aggregate. If a vendor fails to submit an offer on all items, the overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference

Not applicable.

Section 1.5: Term of Contract - Twelve (12) Months

This contract is contingent upon the completion and submittal of all required pre-award documents and shall commence with the issuance of a properly executed purchase order succeeding approval of the contract by the Board of County Commissioners, unless otherwise stipulated in the Notice of Award Letter distributed by the Procurement Services' Office. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until

completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion of, the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to the price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), CPI and Wage and Benefits Calculators. **It is the vendor's responsibility to request in writing any pricing adjustment under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor, and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination for Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor'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 vendor may petition the Procurement Services' Manager 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 vendor's total cost for the contracted product or service.

If the Procurement Services' Manager 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 requested by the vendor then decreases by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

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://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/st

ate_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas/diesel, Florida PAD 1, Orlando

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

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting the 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 vendor 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 vendor's request for pricing adjustment.

If the Procurement Services' Manager 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 vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the vendor 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.

Payment shall be full compensation for furnishing all equipment, materials, labor, maintenance of traffic, mobilization, and all incidentals necessary to complete all road base repair operations as specified. The vendor shall be compensated at the unit price as specified in the vendor's bid, less any liquidated damages or inspection fees as assessed.

All invoices submitted to Lake County shall be accompanied by tickets from the supplier of the asphaltic concrete and shall include the location listed on it.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including such as but not limited to: the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

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

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 vendor 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 insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ _____
Garage Keepers Liability at coverage value: $ _____

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 liability insurance policies.

The 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 provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the vendor to certify compliance on the certificate of insurance with all of the above requirements, then the vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

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

Certificates 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.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

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 vendor or subcontractor 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 vendor and/or sub contractor providing such insurance.

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 vendor or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

For any individual project over $200,000, a Performance and Payment Bond will be required. Vendor shall provide evidence of bonding capacity.

Section 1.10: Delivery and Completion of Solicitation Response

Section 1.10.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor 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 Procurement Services' Office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services' Office prior to the date and time established within the solicitation. A response will not be considered for award if received in the Procurement Services' Office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. 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 due date of the solicitation.

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 441
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 1.10.2: Bid Submittal

The original bid and (1) one complete copy of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid 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 bid, 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.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4, Pricing/Certifications/Signatures, of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in provision 1.13.1 of this solicitation. The vendor shall also submit any supporting documents (to include proof of insurabilility and provision of bid

bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

- Provide evidence of bonding capacity.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum received for this ITB.
- Insert any prompt payment discount offered. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid in **BLUE INK** the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, in compliance with the stated insurance requirements.

Section 1.11: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

a. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County.
b. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.12: Local Office Shall be Available

The vendor shall maintain an office within the geographic boundaries of Central Florida [defined as Lake (preferred), Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter Counties]. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the qualifications of the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

Section 1.13: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current 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 sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

SCOPE OF SERVICES

The Contractor shall furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and is subject to the terms and conditions of the contract.

The County estimates using approximately 6,000 square yards of base repairs for fiscal year 2012/2013. This quantity is an estimate only and is given only to allow for preparation of the bid proposal. NO QUANTITIES ARE GUARANTEED FROM THIS INVITATION TO BID. Any contract entered into will be an indefinite quantity type.

The 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 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 their employees with a minimum of shirt, shorts, and shoes, in decent condition, at all times while the work is being performed. The Contractor shall provide a list of all foremen and/or supervisors who shall perform the work. This list shall also contain twenty-four (24) hour emergency telephone numbers.

The Contractor shall furnish the Project Manager with a list of all subcontractors, performing work on this contract, if any, with their contact information.

Unless otherwise specified, the standard specifications to be used for this work shall be the FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2013, Divisions II & III, hereinafter referred to as "Standard Specifications," except pavement markings and as otherwisestated herein. Certain provisions of Division I of the "Standard Specifications" will be incorporated by specific reference; those not so incorporated are **not** part of this contract.

NOTICE TO PROCEED

All work shall be ordered by the Project Manager with a Notice to Proceed (See Section 5, Attachment B).

The Contractor shall have sixty (60) calendar days to COMPLETE the work from the date of receipt of the work request. No additional days will be provided for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on http://www.wunderground.com. If above average rainfall occurs, vendor may request additional days. 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 his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Project Manager 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.

If the Contractor complies with the two (2) business days' notice requirement, the Project Manager shall ascertain the facts and the extent of the delay being claimed. The Project Manager's findings of fact justify such an extension, and the Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays that impact the Contractor's Construction Schedule. Extensions of contract time must be authorized by Change Order approved in accordance with Board policy.

The Contractor shall contact the Project Manager two (2) business days prior to starting any job. All work, once started, shall be completed before any other work shall commence on subsequent work documents. The only exception shall be when the County determines that such other work is in the best interest of the County and should be expedited.

METHOD OF OPERATIONS

The *Notice to Proceed* shall outline the area and dimension to receive pavement repair. This area will be field marked in pink paint. Each area on the *Notice to Proceed* will have an individual calculation of square yards to repair. This yardage calculation will determine which unit cost shall be assessed for that particular repair should multiple repairs occur on one *Notice to Proceed.*

Contractor shall assess County a single mobilization/demobilization charge for each repair not within 1,000 feet of the beginning or end of another repair. Example 1: County provides a *Notice to Proceed* to contractor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. Contractor will only be permitted to assess one (1) mobilization/demobilization charge. Example 2: County provides a *Notice to Proceed* to contractor outlining two (2) repairs on Elm Street. The repairs are 1,300 hundred feet from the end of one repair to the beginning of the next. Contractor will be permitted to assess two (2) mobilization/demobilization charges. Example 3: County provides a *Notice to Proceed* to contractor outlining four (4) repairs on Pine Street. The repairs are 100 hundred feet from the end of the first repair to the beginning of the second, 900 feet from the end of the second repair to the beginning of the third, and 1,200 feet from the end of the third repair to the beginning of the fourth. Contractor will be permitted to assess two (2) mobilization/demobilization charges. The mobilization/demobilization charge will include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

Questions or issues concerning the repair size(s) or any other information listed on the *Notice to Proceed* shall be addressed and agreed upon in writing by the Project Manager prior to performance of work. Any work performed without such an agreement by all parties shall be paid as stated on the *Notice to Proceed* in accordance with the terms and conditions of the Contract.

ROAD BASE REPAIRS

Contractor shall saw cut outside the area marked with paint. All saw cuts shall be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs shall be rejected and replaced by the contractor at no additional cost to the County.

Upon performing saw cutting of existing pavement. Contractor shall remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches, or to a depth determined by the Project Manager, of compacted limerock base. Finished elevation of the repair shall be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the *Notice to Proceed.*

The unit cost for road base repair shall be all inclusive to include all of the following items: traffic control, saw cutting, excavation, limerock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt shall be specified and invoiced under a different line item.

MILLING

At the discretion of the County, milling may be required to repair an area without doing base repairs.

If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the contractor shall ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The Contractor shall sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process. All millings created by this process shall become the property of the Contractor and it shall be the Contractor's responsibility to remove them from the project site. The Project Manager shall determine the thickness of the area to be milled. The Contractor shall be compensated at the unit price for the milling as specified in the Contractor's bid.

ASPHALT

The Contractor shall install and compact Recycled Type SIII hot mix asphalt at a depth one (1) inch unless otherwise noted on the "Notice to Proceed". The Contractor shall install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt shall provide an even transition with the existing area. No more than one-quarter (¼) inch difference in height shall be allowed for the transition of the two (2) areas.

Payment shall be calculated by the square yard as stated on the *Notice to Proceed* and shall be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair.

Asphalt shall be installed at a rate of 100# per square yard at one (1) inch thick compacted, unless otherwise specified by the Project Manager.

STRIPING

Unless otherwise directed by the Project Manager, all pavement markings shall be installed to meet the existing layout and shall be included as a separate unit cost item on the *Notice to Proceed.* It is the responsibility of the Contractor to insure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than that previously existing shall be removed and replaced by the Contractor at no additional cost to the County unless previously directed in writing.

Any roadway markings that are disturbed as part of the base repair shall be replaced with permanent thermoplastic tape. All pavement marking work shall be performed in accordance with the requirements of latest edition, at the time the work request is issued to the contractor, of the following manuals and publications, including, but not limited to: Section 713 from the Florida Department of Transportation "2013 Standard Specifications for Road and Bridge Construction" and any other sections applicable, Florida Department of Transportation "Design Standards" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices.

PUBLIC NOTIFICATION OF WORK

At the discretion of the Project Manager, the Contractor may be required to utilize Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670) for public notification of work.

When a Contractor is required to install a Portable Changeable (Variable) Message Signs (PCMS, FDOT Index 670), it shall be located at each end of the proposed work zone, unless directed otherwise by the Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS shall display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 3 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the PCMS shall be all inclusive the lump sum bid price.

The Contractor shall be compensated on a per unit per day rate as stated on the Notice to Proceed form. Any and all costs associated with the Portable Changeable (Variable) Message Signs shall be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

UNDERGROUND UTILITIES

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 at 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. Contactor shall notify the Project Manager.

MAINTENANCE OF TRAFFIC (MOT)

Maintenance of traffic shall be the responsibility of the Contractor, be part of the bid price, and shall conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (866) 374-3368.

All costs associated with MOT must be included with the unit price. If the Contractor does not comply with FHWA and MUTCD (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 and, shall have the prior approval of the Project Manager.

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.

DAMAGE

All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., 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 invoices submitted to the County 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 invoices and deduct such costs from the Contractor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished.

If the Contractor damages a County sign or other property owned by the County, it shall be the responsibility of the Contractor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the Contractor.

Complaints shall be addressed by the Contractor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the Project Manager immediately of any complaints given directly to the Contractor.

EQUIPMENT

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. 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.

County reserves the right to inspect and approve all equipment 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.

QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County shall have the option of completing one (1) core per repaired area and/or one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County shall bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the Contractor shall be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring shall be deducted from the submitted invoice .

SUBCONTRACTOR/MATERIAL 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 Cost Estimate. 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 proposed project. Prior to final payment to the Contractor, Contractor shall provide *Certification of Payment to Subcontractors/Materials Suppliers* before the invoice is processed and paid.

SAFETY

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.

Any safety devices installed by the manufacturer shall be in place and in proper working order at all times. 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.

A County representative may periodically monitor work site for safety. Should there be safety and/or health violations, the County's representative has the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Representative, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

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.

The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site.

The Contractor shall designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

HAZARDOUS MATERIALS

The Contractor is responsible for notifying the Project Manager of any hazardous materials used by the Contractor on the work site and providing the Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable.

Any spillage of hazardous chemicals and/or wastes must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The clean up cost of any spillage of hazardous chemicals caused by the Contractor shall be the sole responsibility of the Contractor and the County shall share no responsibility with these costs. A copy of a complete report showing compliance with local, state, and federal agencies shall be given to the Project Manager.

If any hazardous chemicals or conditions are discovered during normal operations, it is the responsibility of the Contractor to immediately contact the Project Manager with a description and the location of the condition.

LIQUIDATED DAMAGES

The County and the Contractor recognize that, since time is of the essence for services as part of this Contract, the County could suffer financial loss if the work is not completed within the time

specified.

The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The liquidated damages shall be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
$5,000 and under	$25
Over $5,000 but less than $10,000	$75
$10,000 or more but less than $20,000	$150
$20,000 or more but less than $30,000	$250
$30,000 or more but less than $40,000	$350
$40,000 or more but less than $50,000	$450
Over $50,000 but less than $250,000	$544

Any Contractor that is in default for not completing the work within the time specified shall 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.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

WORK ACCEPTANCE

Upon written notice from the Contractor that the work is complete, the County's Representative will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor will correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty dollar ($80.00) fee to the contractor. The eighty dollar ($80.00) fee will be assessed for every re-inspection thereafter. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

WARRANTY

All work performed under this contract shall be warranted to provide, at a minimum, the specified performance criteria for a period of at least thirty six (36) months after completion of the project and acceptance by the County. Acceptability of this work shall be determined based on both end-result and performance-based criteria.

Performance criteria are as follows:

Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period.

Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (½) inch depth as measured with a 10-foot long straightedge.

Potholes: The Contractor shall be responsible for the repair of any potholes that emerge in the surface area. If the surface area of all potholes totals five percent (5%) or more of the segment's surface area the Contractor shall replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the Contractor with access to this information, and notifying the Contractor in writing of any required warranty work.

It is the Contractor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The Contractor shall provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified herein. The Contractor shall complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified herein. The Contractor shall repair said areas within thirty (30) calendar days from notification by the County.

In the event of any failure of the repaired area, in accordance with the performance criteria herein, the County and the Contractor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the Contractor shall repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the Contractor. In cases where the overlay was inadequate or poorly constructed by the Contractor, then the Contractor shall replace the defective area utilizing overlay as specified herein, at no cost to the County.

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.
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 that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

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. 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 five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office 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 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 and to acknowledge all addenda and any accompanying documentation. 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. Stated unawareness of contractual terms and conditions 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 with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of , or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due 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.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid 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 cash 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 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.
G. Any bid received after the stipulated bid due 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.
H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION
Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that 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. 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. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES
The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 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 County Attorney prior to submittal of a response 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.

3.7 INCURRED EXPENSES
This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT
When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. 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.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION
Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any 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.

3.10 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.

3.11 AWARD
A. Unless otherwise allowed by statute or ordinance, award will 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 will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS
The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract 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 the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES
With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY
All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES
Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY
It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK
Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, 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. During the term of the contract the vendor assures 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 the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING
Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 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. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER
The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, 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.

3.23 INDEMNIFICATION
To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING
When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations 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.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for 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. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor 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 vendor's office or facility. The vendor 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 vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT 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 CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 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).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 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 because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding $150,000, the firm awarded the agreement may be required to 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.

3.37 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.

ITB TITLE:
PAVEMENT & BASE REPAIR CONTRACTOR, ON-CALL

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to: stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your ITB shall be a firm-fixed price, 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 shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: MARCH 13, 2013

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION

Mobilization

1. Mobilization/Demobilization Charge — $ 1,750.00 (EA)

Public Information

2. Portable Changeable (Variable) Message Signs — $ 850.00 (EA)

Base Repair

Percentage of the unit price for items 3-9 to be applied to the asphalt per ton cost. — 20 %

3. Base Repair (10 – 20 SY) — $ 55.00 (SY)
4. Base Repair (>20 – 30 SY) — $ 42.50 (SY)
5. Base Repair (>30 – 50 SY) — $ 37.50 (SY)
6. Base Repair (>50 – 100 SY) — $ 30.00 (SY)
7. Base Repair (>100 – 150 SY) — $ 26.50 (SY)
8. Base Repair (>150 – 200 SY) — $ 24.75 (SY)
9. Base Repair (>200 + SY) — $ 20.00 (SY)
10. Additional one inch per SY for limerock to be installed per specifications — $ 1.50 (SY)

Milling

11. Milling (10 – 20 SY) — $ 26.50 (SY)
12. Milling (>20 – 30 SY) — $ 22.00 (SY)
13. Milling (>30 – 50 SY) — $ 18.50 (SY)
14. Milling(>50 – 100 SY) — $ 16.00 (SY)
15. Milling(>100 – 150 SY) — $ 13.25 (SY)
16. Milling(>150 – 200 SY) — $ 11.25 (SY)
17. Milling(>200 + SY) — $ 9.00 (SY)

Asphalt

18. Asphalt per ton — $ 120.00 (per ton)

Permanent Striping Tape (Standard Class)

19. 4 inch white line — $ .67 (LF)
20. 4 inch yellow line — $ .71 (LF)
21. 6 inch white line — $ 1.02 (LF)
22. 6 inch yellow line — $ 1.02 (LF)
23. 18 inch white line for gore areas — $ 2.25 (LF)
24. 18 inch yellow line for gore areas — $ 2.25 (LF)

25. Symbol – Single Arrow* $ 75.00 (EA)
26. Symbol – Combination Arrow* $ 125.00 (EA)
27. Message – School* $ 205.00 (EA)
28. Message – Railroad Crossing* $ 205.00 (EA)
29. Message – Only* $ 95.00 (EA)
30. Message – Merge* $ 150.00 (EA)
31. Message – Stop* $ 95.00 (EA)
32. Message Misc., 4 to 6 letters* $ 150.00 (EA)
33. 24 inch white stop bar $ 90.00 (EA)
34. Raised Pavement Markings $ 6.00 (EA)

*The size is per FDOT 2013 Standard Specifications for Road and Bridge Construction for all symbols and messages

Non-Traditional Hours Work

35. Night Work Charge $ 200.00 (EA/HR)

MOT Assistance

At the discretion of the Project Manager, the contractor may be required to hire a law enforcement officer to assist with the maintenance of traffic in highly congested areas. If required to do so, the Contractor shall only be permitted to assess the County the same number of law enforcement office charges as there are mobilization/demobilization charges for the area requiring such work. If officer support is hired at the discretion of the Contractor but not at the requirement of the Project Manager, the Contractor shall not be eligible for the payment for the support.

36. Cost per day for law enforcement officer to assist with MOT $ 375.00 (DAY)

*The size is per FDOT 2007 Standard Specifications for Road and Bridge Construction for all symbols and messages

Current Fuel Base Index Number: 3.0101 as determined by 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/price_sheets_daily_price/price_sheets_current_pricing for unleaded gas, Florida PAD 1, Orlando.

By Signing this Proposal the Proposer Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

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 governmental agencies in the State of Florida? 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. ☐ Yes ☑ No (Check one)

Certification Regarding Felony Conviction

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

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): LEESBURG, FLORIDA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☑ Yes ☐ No If "yes" is checked, provide supporting detail: MAIN OFFICE : 101 WEBER AVENUE ; LEESBURG, FL 34748

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 proposal for the same services, and is in all respects fair and without collusion or fraud.

General Vendor Information and Proposal Signature:

Firm Name: PAQCO, INC.

Street Address: 101 WEBER AVENUE LEESBURG, FL 34748

Mailing Address (if different): _____

Telephone No.: 352-365-0006 Fax No.: 352-315-0506 E-mail: faye@paqcoinc.com

FEIN No. 59 - 3609588 Prompt Payment Terms: _____ % _____ days, net _____

Signature: _____ Date: 3-6-13

Print Name: FAY PAQUETTE Title: VICE PRESIDENT

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☒ Sole vendor
☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid)
☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____
☐ Other status: _____

Signature of authorized County official: SRogers Date: 05-08-2013

Printed name: Sandra Rogers Title: Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment A: Work References
Attachment B: Notice to Proceed
Attachment C: Payment Bond
Attachment D: Performance Bond

ATTACHMENT A
WORK REFERENCES

Agency	CPPI
Address	8200 NW 15TH PLACE, SUITE B
City,State,ZIP	GAINESVILLE, FL 32606
Contact Person	GLEN MULLENS
Telephone	
Date(s) of Service	CURRENT (2005-2013)
Type of Service	PAVING, SITEWORK, UTILITY
Comments:	

Agency	SCHOOL BOARD OF LAKE COUNTY
Address	201 BURLEIGH BLVD
City,State,ZIP	TAVARES, FL 32778
Contact Person	GARY RODGERS
Telephone	
Date(s) of Service	CURRENT (2012-2013)
Type of Service	PAVING
Comments:	

Agency	LAKE COUNTY - PROCUREMENT SERVICES
Address	315 W. MAIN STREET, SUITE 416
City,State,ZIP	TAVARES, FL 32778
Contact Person	JOHN WIGHT
Telephone	
Date(s) of Service	CURRENT (2009-2013)
Type of Service	PAVING AND BASE REPAIR
Comments:	

ATTACHMENT B
NOTICE TO PROCEED/ESTIMATING FORM

Street Name
Repair #

Street Address, if any
Closest City

Base Repair/Milling:	Length	Width	SY	Price per SY	Repair cost
Size of Base Repair			0	#N/A	#N/A
Size of Asphalt Repair			0		-
Milling			0	#N/A	#N/A
Mobilization y/n					$ -

Asphalt:	
Base bid asphalt per ton	
Bituminous adjustment	
Asphalt price per ton	$ -

Striping:	**Linear Feet**	**Unit cost**	**Extended**
4" white Line			-
4" yellow line			-
6" white line			-
6" yellow line			-
18" white line for gore areas			-
18" yellow line for gore areas			-
	Linear Feet		**Extended**
Symbol - Single Arrow			-
Symbol - Combination arrow			-
Message - School			-
Message - Railroad Crossing			-
Message - Only			-
Message - Merge			-
Message - Stop			-
Message - Misc., 4 to 6 letters			-
24 inch white stop bar			-
Raised pavement markings			-
Night Work			-
Portable Changeable (Variable) Message signs			-
Total			

Questions or issues concerning the repair size(s) or any other information listed on this "Notice to Proceed " shall be addressed and agreed upon in writing by the Project Manager prior to performance of work. Any work performed without such an agreement by all parties shall be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract . Square yard of asphalt shall be equal to the square yard size of repair ordered unless otherwise noted in writing.

BOND NO. _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____
_____ ($_____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for _____Bid No. _____ said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and

2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

_____ By:_____
Witness as to Surety (Authorized Signature)

_____ _____
Witness as to Surety (Printed Name)

_____
(Title)

_____
_____
_____
(Business Address)

OR

_____ _____
Witness as Attorney In Fact As Attorney In Fact (Attach Power of Attorney)

_____ _____
Witness as Attorney In Fact (Printed Name)

_____
_____
_____
(Business Address)

_____
(Telephone Number)

STATE OF_____
COUNTY OF_____

The forgoing instrument was acknowledged before me
this_____by_____
_____of_____, a
_____ Corporation, on behalf of the Corporation. He/She is personally
known to me or has produced _____ as identification and who did/did
not take an oath.

NOTARY: _____
Print Name: _____
Commission Number: _____
My commission expires: _____

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor_____
Contractor Address_____
Contractor Address 2_____
Contractor Telephone_____

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety_____
Surety Address_____
Surety Address 2 _____
Surety Phone _____

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of

_____
_____ ($_____)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for _____Bid No. _____ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;

2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and

4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____
(Company Name)

_____
Witness as to Principal

By:_____
(Authorized Signature)

_____
(Printed Name)

_____
Witness as to Principal

_____
(Title)

_____

_____

_____
(Business Address)

STATE OF_____
COUNTY OF_____

The forgoing instrument was acknowledged before me this_____by_____
_____of_____
_____, a_____ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification and who did/did not take an oath.

NOTARY:_____
Print Name:_____
Commission Number:_____
My Commission Expires:_____

_____
Witness as to Surety

_____
Witness as to Surety

By: _____
(Authorized Signature)

_____
(Printed Name)

_____
(Title)

_____
_____
_____
(Business Address)

OR

_____
Witness as Attorney In Fact

_____
Witness as Attorney In Fact

_____
As Attorney In Fact (Attach Power of Attorney)

_____
(Printed Name)

_____
_____
_____
(Business Address)

_____
(Telephone Number)

STATE OF_____
COUNTY OF_____

The forgoing instrument was acknowledged before me this_____by_____
_____of_____
_____, a_____ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced _____ as identification and who did/did not take an oath.

NOTARY: _____
Print Name: _____
Commission Number:_____
My Commission Expires:_____

Performance and Payment Bonds Recording Fees

Performance and Payment (labor and materials) Bonds shall be provided by the Contractor in the amount of 1.5 % of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to PURCHASING MANAGER, Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and
6. The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

7. The cost to record Performance and Payment Bonds is: Ten Dollars ($10.00) for the first page and Eight Dollars and Fifty Cents ($8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Court.

Performance and Payment Bonds Recording Fees

Performance and Payment (labor and materials) Bonds shall be provided by the Contractor in the amount of 1.5 % of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to PURCHASING MANAGER, Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds $500,000.; and
6. The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

7. The cost to record Performance and Payment Bonds is: Ten Dollars ($10.00) for the first page and Eight Dollars and Fifty Cents ($8.50) for each additional page. A check shall be submitted by the contractor made payable to Neil Kelly, Clerk of the Court.

Bond Division
1060 Maitland Center Commons Blvd #100
Maitland, FL 32751
407-659-4334
FAX 1-407-667-8939

GREAT AMERICAN.
INSURANCE COMPANIES

Date: Thursday, March 14, 2013

To: Lake County Procurement Services

Re: Paqco , Inc.
"On Call Roadway Repairs"

Gentlemen:

In the event that Paqco, Inc. is awarded a contract for the captioned project, Great American Insurance Company is prepared to issue performance and payment bonds in the amount of 100% of the contract amount, subject to their normal underwriting requirements, including their satisfactory review of the contract terms and conditions, and the use of acceptable bond forms.

You understand, of course, that any arrangement for the final bonds is a matter between the contractor and surety, and Great American Insurance Company assumes no liability to third parties or to you if for any reason they do not execute said bonds.

Sincerely

Michael W Kline
Director, Bond Division

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsha Johnson
Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: marshaj@lassiter-ware.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Amerisure Mutual Insurance Co.	23396
INSURER B: Amerisure Partners Insurance	11050
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Paqco, Inc.
DBA: Paquette Co.
101 Weber Ave.
Leesburg FL 34748

COVERAGES CERTIFICATE NUMBER: 13-14 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CPP2059838	2/23/2013	2/23/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA2059837	2/23/2013	2/23/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 100,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CU2059840	2/23/2013	2/23/2014	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2074748	2/23/2013	2/23/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Larry Humes/JUDYG

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