



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

Traffic Striping and Marking

ITB Number: 13-0440 Contracting Officer: Sandra Rogers
 Bid Due Date: July 11, 2013 Pre-Bid Conf. Date: Not applicable
 Bid Due Time: 3:00 PM ITB Issue Date: June 11, 2013

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Not applicable to this solicitation
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned 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 the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). 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: Oglesby Const., Inc Phone Number: 407.321.1010
 E-mail Address: TParker@Oglesby-Fl.com Contact Person: Tim Parker

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the purchase and installation of traffic striping and marking materials on an as-needed basis in conjunction with the County's needs. The contractor shall furnish/supply all labor, equipment, fuel, materials and any other items needed to perform all operations necessary in accordance with the specifications and subject to the terms and conditions of the contract.

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. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Sandra Rogers, Contracting Officer
Lake County BCC
Office of Procurement Services
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 Lake County Office of Procurement Services.

Section 1.3: Method of Award - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor who 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, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Twenty-Four (24) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twenty-four (24) 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 Three (3) Additional One (1) Year Period(s)

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for three (3) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: PPI. 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 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner 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.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including 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
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the 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

SECTION 1– SPECIAL TERMS AND CONDITIONS

ITB Number: 13-0440

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

Not applicable to this solicitation

Section 1.10: Completion of Work From Date of Notice to Proceed

See Scope of Services

Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13 Delivery and Completion of Solicitation Response**Section 1.13.1: 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 Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services 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 stated in 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 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and one (1) 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 due 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. 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 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 this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability 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:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. 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) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Accident Prevention and Barricades

See Scope of Services

Section 1.15: Business Hours of Operations

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 8:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

Section 1.16: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.17: Furnish and Install Requirements

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

Section 1.18: Labor, Materials, and Equipment Shall be Supplied by the Vendor

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

Section 1.19: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by

the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

Section 1.20: 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:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

SCOPE OF SERVICES**TRAFFIC STRIPING AND MARKINGS****TRAFFIC STRIPING AND MARKINGS SPECIFICATIONS**

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

Method 1 Thermoplastic Material: All 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 711 from the Florida Department of Transportation “2013 Standard Specifications for Road and Bridge Construction” and any other section applicable and the Florida Department of Transportation “Design Standards” and the Federal Highway Administration “Manual on Uniform Traffic Control Devices.” These standards shall be used for six inch thermoplastic pavement centerline, edge line, lane line stripes and all other markings.

Method 2 Paint: All 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 710 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.

Method 3 High Performance Permanent Tape Stripes & Markings: All 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.

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

Lake County will use the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest method at the time the work request is issued to the contractor, to test for retroreflectivity.

Hand liners shall be used only for transverse pavement markings and taper or gore sections of pavement striping and markings. Hand liners shall not be used for long line pavement stripes longer than two (200) hundred feet unless the stripes are part of a taper or gore area or intersection lane line that cannot be installed with a truck mounted applicator.

GENERAL SPECIFICATIONS

Unless specifically requested for an individual job, all work performed under this contract will be governed by the latest editions now in force or hereafter adopted of the following:

- 2013 Florida Department of Transportation Standard specifications for Road and Bridge Construction
- 2013 Florida Department of Transportation Design Standards
- 2009 Federal Highway Administration Manual on Uniform Traffic Control Devices

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 his organization and completion of all work under this Contract. The Contractor shall, at all times, maintain good discipline and order at the work site. The Contractor shall maintain a dress code for their employee's with a minimum of shirt, shorts, and shoes, in decent condition, at all times while the work is being performed. This office shall be staffed by a competent representative who is able to communicate effectively with County staff regarding the requirements of the project. The representative shall be available during normal business hours, and be authorized to directly discuss matters pertaining to the contract with County staff.

The Contractor shall furnish the County with a list of all subcontractors, if any, with their phone numbers, performing work on this contract.

The Contractor shall inform the Traffic Operations daily as to the locations to be worked and the areas completed the previous day. The Contractor shall maintain coordination with Traffic Operations at all times. Either party may request and be granted a conference upon request within two (2) working days of the request.

WORK REQUEST

All work shall be ordered by the Traffic Operations Supervisor or designee with a "Lake County Traffic Stripes & Markings Work Request" form, Lake County Attachment A. This form will indicate: the road sections, method, and all aspects of the work to be performed. Along with the work request shall be a copy of the Contractor's Proposal / Notice to Proceed, Lake County Attachment B.

CONTRACTOR'S PROPOSAL / NOTICE TO PROCEED

Upon receiving the request for proposal / notice to proceed form issued from the County, the Contractor shall accurately complete the required information. The completed "Lake County Traffic Stripes & Markings Specifications Contractor's Proposal / County's Notice to Proceed" form, Lake County Attachment B with total footage and amounts from the Contractor, shall be returned within fourteen (14) days. The "Lake County Stripes & Markings Contractor's Proposal / County's Notice to Proceed" form, signed by Lake County, and returned to the contractor shall be considered the "Notice to Proceed." The contractor may use their own proposal form as long as all the information from the County form is included on the Contractor's form; provided, however, that the Contractor's proposal shall not be accepted if it adds additional terms and

conditions, or alters any term or condition under this solicitation . All work ordered must be completed within the timeframe specified.

The Contractor shall contact Traffic Operations forty-eight (48) hours prior to starting any job.

The Contractor shall have forty five (45) days to COMPLETE the work from the date the signed “Lake County Traffic Stripes & Markings Proposal/ Notice to Proceed” form was received. COMPLETE shall mean that the traffic striping and markings have passed the required retroreflectivity, width, thickness and color and have been accepted by Lake County.

CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. The Contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate its work with the work of other contractors so that its work or the work of others shall not be delayed or impaired by any act or omission of any act by Contractor. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the Contract Documents.

- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Traffic Operations Supervisor or designee in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.

- C. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor expressly acknowledges and agrees that the Contractor shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the County. Otherwise, Contractor shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. This provision applies to claims for early completion as well as late completion. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.

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

LIQUIDATED DAMAGES

- A. 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.
- B. The County shall be entitled to assess, 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 the work is deemed complete to the satisfaction of the Engineer. 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:

Original Contract Amount	Daily Charge Per Calendar Day
\$5,000 and under.....	\$25
Over \$5,000 but less than \$10,000.....	\$75
\$10,000 or more but less than \$20,000.....	\$150
\$20,000 or more but less than \$30,000.....	\$250
\$30,000 or more but less than \$40,000.....	\$350
\$40,000 or more but less than \$50,000.....	\$450
Over \$50,000 but less than \$250,000.....	\$544
\$250,000 or more but less than \$500,000.....	\$634
\$500,000 or more but less than \$2,500,000.....	\$1,288
\$2,500,000 or more but less than \$5,000,000.....	\$2,470
\$5,000,000 or more but less than \$10,000,000.....	\$3,730
\$10,000,000 or more but less than \$15,000,000.....	\$5,240
\$15,000,000 or more but less than \$20,000,000.....	\$6,078
\$20,000,000 and over.....	\$8,624 plus
	0.00027 percent per day for

amount over \$20,000,000

- C. Any Contractor that is in default for not completing the work within the time specified will be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum.

UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with the Florida Statute Chapter 556. It shall be the responsibility of the Contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the Contractor shall be the responsibility of the Contractor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. Lake County shall also be notified. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

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.

All safety devices installed on equipment by the manufacturer shall be in place and in proper working order at all times. If the County 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 County.

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

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), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site.

The Contractor shall designate a competent, English speaking person 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 County of any hazardous materials used by the contractor on the work site and providing him with a copy of the Material Safety Data Sheets (MSDS) as required by the Florida Right-to-Know-Law, as applicable and if requested.

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

If any hazardous chemicals or conditions are discovered during the normal road striping operation, it is the responsibility of the Contractor to immediately contact the County with a description and the location of the condition.

MAINTENANCE OF TRAFFIC (MOT)

Maintenance of traffic shall be the responsibility of the Contractor, be part of the bid price, and shall conform to Florida Department of Transportation's latest editions now in force or hereafter adopted on the following: "Design Standards", "Standard Specifications for Road and Bridge Construction" 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 (904) 488-9220.

All costs associated with MOT must be included with the Unit Price. If the Contractor does not comply with the Florida Department of Transportation manuals and publications, and the Federal Highway Administration's Manual of Uniform Traffic Control Devices standards (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. All lane closures shall have the prior approval of the Traffic Operations Supervisor.

The foregoing requirements are to be considered as minimum and the Contractors 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.

CLEAN UP/SURPLUS MATERIAL REMOVAL

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone. All costs associated with clean-up and debris removal must be included with the Unit Price. Any deficiencies of this nature, will be addressed as part of the *Final Inspection*

process. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due 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 County, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the County.

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, mail boxes, turf, etc., shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the County. Any invoices submitted to the County such as but not limited to, from utility companies, landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such invoices and deduct for the Contractors 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 does damage to 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 items and deduct the associated cost from the amount due the Contractor.

Complaints will be addressed within 48 hours and a written report submitted to the County outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

FINAL INSPECTION

The Contractor shall self inspect all road markings using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify width, thickness, color and retroreflectivity. The Contractor shall submit the results to the County on the, “Lake County Initial Retroreflectivity Reading Certification (Daily Worksheet)” form, Lake County Attachment C. The County reserves the right to verify all test results. The County’s test shall be final and binding.

Upon written notice from the Contractor that a road is complete, the County will review the submitted test results and if the County deems necessary, test the completed road using the May 27, 2005 Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-579 or the latest editions now in force or hereafter adopted, to test and certify retroreflectivity, width, thickness and color. The County will notify the Contractor of any deficiencies. The Contractor will correct all deficiencies before final acceptance and payment is made.

An eighty (80) dollar inspection fee shall be assessed to the contractor if an area tested by the County does not comply with the County specified standard, which fee shall be assessed upon has to be inspected a third time, an eighty (\$80) dollar inspection fee shall be assessed to the contractor for the third inspection and another eighty (\$80) dollar inspection fee for each subsequent inspection for that same area. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

CONTRACTOR’S RESPONSIBILITY TO PERFORM

The contractor is responsible to follow the County specified striping layout on the road or the pattern supplied by the County. If the striping applied is not the correct pattern, it is the Contractor's responsibility to remove the markings by the method specified by the County. The Contractor is responsible for the cost of the removal and replacement of the correct pattern.

If the road surface is damaged during the removal process, as in chip seal surface roads, or other road surfaces, the contractor is responsible to repair the road surface at the Contractor's expense, to the County's satisfaction.

BASIS OF PAYMENT

Payment shall be full compensation for furnishing all equipment, materials, labor, maintenance of traffic, mobilization, and all incidentals necessary to complete all road striping operations specified. The Contractor shall be compensated at the unit price as specified in the Contractor's bid, multiplied by the actual measured amount completed and accepted by the County, less any liquidated damages, or re-inspections assessed. No payment shall be made until the road striping passes the County specified retroreflectivity, width, thickness and color. In the event the Contractor has utilized Subcontractors, release of liens from the Subcontractors shall be required before payment will be released. Progress payments shall be allowed for any work completed that meets or exceeds the specifications of this contract and is approved by the Traffic Operations Supervisor or designee.

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-responsive, 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: TRAFFIC STRIPING AND MARKING**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.
- 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: _____
Addendum #2, Dated: _____
Addendum #3, Dated: _____
Addendum #4, Dated: _____
Part II:
<input checked="" type="checkbox"/> No Addendum was received in connection with this ITB.

PRICING SECTION

Item #	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	6" Yellow Stripe Method 1	Linear Feet	125,000	.51	63,750.00
2	6" White Stripe Method 1	Linear Feet	125,000	.55	68,750.00
3	6" Yellow Stripe Method 2	Linear Feet	100,000	.10	10,000.00
4	6" White Stripe Method 2	Linear Feet	100,000	.10	10,000.00
5	6" Yellow Stripe Method 3	Linear Feet	1	2.60	2.60
6	6" White Stripe Method 3	Linear Feet	1	2.60	2.60
7	8" White Stripe Method 1	Linear Feet	1	1.00	1.00
8	8" White Stripe Method 2	Linear Feet	1	.20	.20
9	8" White Stripe Method 3	Linear Feet	1	3.45	3.45
10	12" White Stripe Method 1	Linear Feet	1	1.80	1.80
11	12" White Stripe Method 2	Linear Feet	1	.50	.50
12	12" White Stripe Method 3	Linear Feet	1	5.20	5.20
13	18" White Stripe Method 1	Linear Feet	1	3.00	3.00
14	18" White Stripe Method 2	Linear Feet	1	.75	.75
15	18" White Stripe Method 3	Linear Feet	1	7.80	7.80
16	24" White Stripe Method 1	Linear Feet	1	5.00	5.00
17	24" White Stripe Method 2	Linear Feet	1	2.75	2.75
18	24" White Stripe Method 3	Linear Feet	1	8.30	8.30
19	18" Yellow Stripe Method 1	Linear Feet	1	3.00	3.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 13-0440

20	18" Yellow Stripe Method 2	Linear Feet	1	.75	.75
21	18" Yellow Stripe Method 3	Linear Feet	1	7.80	7.80
22	6" Blue Stripe Method 1	Linear Feet	1	3.00	3.00
23	6" Blue Stripe Method 2	Linear Feet	1	1.00	1.00
24	6" Blue Stripe Method 3	Linear Feet	1	3.00	3.00
25	Special Emphasis Cross Walk 12" x 6" Wide Method 1	Ea. section	1	10.00	10.00
26	Special Emphasis Cross Walk 12" x 6" Wide Method 2	Ea. section	1	5.00	5.00
27	Special Emphasis Cross Walk 12" x 6" Wide Method 3	Ea. section	1	75.00	75.00
28	Special Emphasis Cross Walk 12" x 10" Wide Method 1	Ea. section	1	15.00	15.00
29	Special Emphasis Cross Walk 12" x 10" Wide Method 2	Ea. section	1	10.00	10.00
30	Special Emphasis Cross Walk 12" x 10" Wide Method 3	Ea. section	1	100.00	100.00
31	"No Parking or Standing Fire Zone" – 18" High Method 1	Ea. Letter	1	45.00	45.00
32	"No Parking or Standing Fire Zone" – 18" High Method 2	Ea. Letter	1	10.00	10.00
33	"No Parking or Standing Fire Zone" – 18" High Method 3	Ea. Letter	1	50.00	50.00
34	Symbol – Single Arrow Method 1	ea	1	60.00	60.00
35	Symbol – Single Arrow Method 2	ea	1	15.00	15.00
36	Symbol – Single Arrow Method 3	ea	1	55.00	55.00
37	Symbol – Combination Arrow Method	ea	1	80.00	80.00

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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	1				
38	Symbol – Combination Arrow Method 2	ea	1	25.00	25.00
39	Symbol – Combination Arrow Method 3	ea	1	100.00	100.00
40	Symbol – Handicap Method 1	ea	1	25.00	25.00
41	Symbol – Handicap Method 2	ea	1	5.00	5.00
42	Symbol – Handicap Method 3	ea	1	50.00	50.00
43	Message – “Railroad Crossing” Method 1	ea	1	135.00	135.00
44	Message – “Railroad Crossing” Method 2	ea	1	40.00	40.00
46	Message – “Railroad Crossing” Method 3	ea	1	150.00	150.00
46	Message – “School” Method 1	ea	1	145.00	145.00
47	Message – “School” Method 2	ea	1	10.00	10.00
48	Message – “School” Method 3	ea	1	150.00	150.00
49	Message – “Only” Method 1	ea	1	65.00	65.00
50	Message – “Only” Method 2	ea	1	20.00	20.00
51	Message – “Only” Method 3	ea	1	100.00	100.00
52	Message – “Merge” Method 1	ea	1	60.00	60.00
53	Message – “Merge” Method 2	ea	1	40.00	40.00
54	Message – “Merge” Method 3	ea	1	100.00	100.00
55	Message – “Stop” Method 1	ea	1	60.00	60.00
56	Message – “Stop” Method 2	ea	1	35.00	35.00
57	Message – “Stop” Method 3	ea	1	100.00	100.00
58	Lay-Out for Stripes	Linear Feet	25,000	.01	250.00
59	Lay-Out for Symbol	ea	1	15.00	15.00
60	Lay-Out for Message	ea	1	30.00	30.00
61	Clearing Dirt/Grass from Edgeline	Linear Feet	25,000	.10	2,500.00
62	Remove Existing Marking Grinding	Linear Feet	5,000	.50	2,500.00
63	Remove Existing Marking Water Blast	Linear Feet	1	5.00	5.00
64	Temporary Tape Markings	Linear Feet	1	.75	.75
65	Remove Raised Pavement Markers	ea	4,000	.25	1,000.00

66	Furnish & Install Raised Pavement Markers	ea	5,000	2.50	12,500.00
67	Rumble Strips Thermoplastic Per FDOT Index 518. ½” Thickness, 4” Min Width. Price without adjustment due to pavement width.	Per Set	1	10.00	10.00
EXTENDED TOTAL				\$ 173,319.25	

By Signing this Bid the Bidder 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 bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

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): Sanford, FL
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:

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.

None

DUNS Number (Insert if this action involves a federal funded project): _____

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 13-0440

General Vendor Information and Bid Signature:	
Firm Name:	<u>Oglesby Const Inc</u>
Street Address:	<u>600 Hickman Cr Sanford, FL 32771</u>
Mailing Address (if different):	
Telephone No.:	<u>407 321-1010</u>
Fax No.:	<u>407 321-6313</u>
E-mail:	<u>T.Parker@Oglesby-FL.com</u>
FEIN No.:	<u>34 - 1233573</u>
Prompt Payment Terms:	<u> </u> % <u> </u> days, net <u>30</u>
Signature:	<u>[Signature]</u> Date: <u>6/24/13</u>
Print Name:	<u>Kevin Thaisen</u> Title: <u>V. President</u>
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:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: <u> </u>
<input type="checkbox"/> Secondary vendor for items: <u> </u>	<input type="checkbox"/> Other status: <u> </u>
Signature of authorized County official:	Date: <u> </u>
Printed name: <u> </u>	Title: <u> </u>

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment A: Lake County Traffic Stripes & Markings Work Request Form

**Attachment B: Lake County Traffic Stripes & Markings Specifications
Contractor's Proposal / Notice to Proceed Form**

Attachment C: Lake County Initial Retroreflectivity Reading Certification Form

Attachment D: References

**LAKE COUNTY ATTACHMENT A
LAKE COUNTY TRAFFIC STRIPES & MARKINGS WORK REQUEST
FORM**

ROAD NAME:	
FROM:	
TO:	
DATE:	REMARKS
<input type="checkbox"/> RECAP STRIPING & MARKINGS	
<input type="checkbox"/> INITIAL APPLICATION STRIPES & MARKINGS	
<input type="checkbox"/> METHOD 1 PER CONTRACT	
<input type="checkbox"/> METHOD 2 PER CONTRACT	
<input type="checkbox"/> METHOD 3 PER CONTRACT	
<input type="checkbox"/> FOLLOW EXISTING PATTERN ON ROAD	
<input type="checkbox"/> PATTERN SUPPLIED (hard copy)	
<input type="checkbox"/> LAYOUT FOR STRIPES & MARKINGS	
<input type="checkbox"/> CLEARING DIRT/GRASS FROM EDGE LINE	
<input type="checkbox"/> INSTALL CENTER LINE	
<input type="checkbox"/> INSTALL EDGE LINE	
<input type="checkbox"/> INSTALL RAISED PAVEMENT MARKERS	
<input type="checkbox"/> INSTALL SYMBOL	
<input type="checkbox"/> INSTALL MESSAGE	
<input type="checkbox"/> INSTALL CROSSWALK	
<input type="checkbox"/> INSTALL STOP BAR	
<input type="checkbox"/> INSTALL GORE AREA	

All prices will reflect the current Lake County Traffic Stripes and Markings contract.

LAKE COUNTY ATTACHMENT B

LAKE COUNTY TRAFFIC STRIPES & MARKINGS SPECIFICATIONS
 CONTRACTOR'S PROPOSAL / NOTICE TO PROCEED FORM

<input type="checkbox"/> Method 1 Per Contract						
<input type="checkbox"/> Method 2 Per Contract						
<input type="checkbox"/> Method 3 Per Contract						
ITEM	ROAD SEGMENT DESCRIPTION	MARKING DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXETNDED PRICE
TOTAL:						
NOTICE TO PROCEED:						
Signature: _____			Date: _____			
REMARKS:						

All prices will reflect the current Lake County Traffic Stripes and Markings contract. The contractors receipt of the signed "Proposal" form will serve as a notice to proceed.

Attachment D

REFERENCES

#1 Agency	Lake County
Address	315 W. Main St
City, State, ZIP	Tavares, Florida 32778
Contact Person	Devis Dietz
Telephone	352-742-1766
Date(s) of Service	2011-2013
Type of Service	pavement markings - epm - thermo - paint
Comments:	

#1 Agency	Leon County
Address	2208 Miccosukee Rd
City, State, ZIP	Tallahassee, Florida 32308
Contact Person	Jim Hazlip
Telephone	850-606-1400
Date(s) of Service	2009-2013
Type of Service	pavement markings - epm - thermo - paint
Comments:	

#1 Agency	Orange County
Address	4200 S. John Young Parkway
City, State, ZIP	Orlando, Florida 32839
Contact Person	Johnny Spuelock
Telephone	321-354-7334
Date(s) of Service	2011-2013
Type of Service	pavement markings - epm - thermo - paint
Comments:	