LAKE COUNTY
FLORIDA

CONTRACT NO. 14-0426

for **Guardrail Weed Trimming and Trash Removal**

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 **CF Landscaping and Lawn Care, Inc.** (hereinafter "Contractor") to supply **Guardrail Weed Trimming and Trash Removal** to the County pursuant to County Bid number **14-0426** (hereinafter "Bid"), Addendum # 1 dated **April 22, 2014** opening dated **April 30, 2014** and Contractor's **April 29, 2014** 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 Manager 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 **July 1, 2014** through **June 30, 2015** 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 Manager.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: June 25, 2014

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: April 22, 2014

RFP No. 14-0426

RFP Title: Guardrail Weed Trimming and Trash Removal

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 provide confirming information to all potential responding vendors in association with the RFP. The information provided herein summarizes discussions at the non- mandatory pre-proposal meeting.

The pre-proposal conference commenced with a general review of the RFP with specific emphasis paid to various specific terms and conditions of the RFP including:

- Method of Award – Pass/Fail Proposal Evaluation and Award as stated in Section 1.3
- Completion requirements (Section 1.13.2) regarding how the vendors shall submit offers to the County. Vendors shall submit their offers in two (2) parts simultaneously. The two parts (Technical Proposal and the Price Proposal) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendors name and address. Two (2) proposals (Technical and Pricing) and one (1) complete copy of the (Technical and Pricing) proposal shall be submitted by the vendor and shall be sealed and delivered to Procurement Services no later than the official due date and time.

Clarification:
It was confirmed that the scheduled pre-proposal conference was a non-mandatory conference.

Delete the following paragraph – Section 1.3, Method of Award, 2, paragraph three (3):
~~The County intends to award this solicitation to three (3) separate vendors for three (3) designated mowing service areas. The areas of the County to be maintained by the vendor have been divided into three (3) separate mowing service areas of the County as shown in Section 5, Attachment 4. Vendors are~~

~~encouraged to submit a price proposal on any and all of the three (3) service areas, but are advised that the County intends to award only one (1) service area to any specific vendor to ensure adequate operational capacity and coverage for the entire County. The County may consider award of multiple services areas to one (1) vendor, if that vendor can demonstrate that it meets the minimum required equipment for each service area as shown in Section 2, Subsection 8. When a vendor submits a proposal for a specific service area, it shall be for all mowing routes within that service area. Specific service area award recommendations will be based on the structure that provides the best overall pricing to the County.~~

Firm Name: CF Landscaping & Lawn Care Date: 4/29/14

Signature: [signature] Title: Owner / Project Manager

Typed/Printed Name: Bryan Caracciolo

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

GUARDRAIL WEED TRIMMING AND TRASH REMOVAL

RFP Number:	14-0426	**Contracting Officer:**	Sandra Rogers
Proposal Due Date:	April 30, 2014	**Pre-Proposal Conference Date:**	See Section 1.4
Proposal Due Time:	3:00 PM	**RFP Issue Date:**	April 8, 2014

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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:	Section 1.17
Indemnification/Insurance:	Section 1.8
Pre-Proposal Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar 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 the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

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: CF Landscaping & Lawn **Phone Number:** (352)304-1323

E-mail Address: info@CFLawncare.com **Contact Person:** Bryan Caracciolo

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract to trim all vegetation and remove all trash from around the guardrails in conjunction with County requirements.

This work encompasses trimming of weeds and brush that are over, under, in front of, and behind the guardrails. The vendor shall also be responsible for removing all trash in the areas being trimmed. This work shall take place in Lake County and shall comply with all specifications within this proposal.

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 proposal due date.

Sandra Rogers, CPPB, 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 - Pass/Fail Proposal Evaluation and Award

Award will be made to the vendor who submits the lowest priced technically acceptable proposal. Vendors shall submit their offers in two (2) parts simultaneously. These two parts will consist of the **Technical Proposal** and a **Price Proposal**. The two parts (**Technical Proposal** and the **Price Proposal**) are to be submitted concurrently in separate envelopes, each plainly labeled with the solicitation number and the vendor's name and address.

1) The **Technical Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Technical Proposal. The Technical Proposal** will contain all documents specified in section 1.13 of this solicitation for inclusion in the technical proposal, and any additional technical material the vendor is required and/or desires to submit as part of their technical proposal. **The technical proposal shall not include any pricing information.**

Technical Proposals will be evaluated on the following criteria (listed in order of importance):

- Adequacy of equipment and personnel resources provided
- Reports from references provided and from past performance with Lake County
- Adequacy of technical approach to address dedicated route and mowing schedule
- Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services and qualifications of the firm
- Other relevant information as submitted by the vendor

2) The **Price Proposal** submitted by a vendor in response to this solicitation will be submitted in an envelope or package clearly labeled **Price Proposal.** The Price Proposal will contain all documents specified in section 1.13 of this solicitation for inclusion in the price proposal.

Separately enclosed technical and pricing proposals are to be delivered concurrently by the time and date specified in this solicitation. Technical proposals will be submitted to the appropriate County department for review and evaluation. Each technical proposal will be graded as "Acceptable", "Potentially Acceptable", or "Not Acceptable". Additional technical clarification will be requested for all technical proposals graded as "Potentially Acceptable". That additional information will be forwarded to the evaluating County department, and a final grading of technical proposals as either "Acceptable" or "Not Acceptable" will be made. Award will be made to the lowest priced vendor that submitted an acceptable technical proposal. The County reserves the right to conduct technical negotiations if required to determine the acceptability of a technical proposal, to request best and final offers, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

The County intends to award this solicitation to three (3) separate vendors for three (3) designated mowing service areas. The areas of the County to be maintained by the vendor have been divided into three (3) separate mowing service areas of the County as shown in Section 5, Attachment 4. Vendors are encouraged to submit a price proposal on any and all of the three (3) service areas, but are advised that the County intends to award only one (1) service area to any specific vendor to ensure adequate operational capacity and coverage for the entire County. The County may consider award of multiple services areas to one (1) vendor, if that vendor can demonstrate that it meets the minimum required equipment for each service area as shown in Section 2, Subsection 8. When a vendor submits a proposal for a specific service area, it shall be for all mowing routes within that service area. Specific service area award recommendations will be based on the structure that provides the best overall pricing to the County.

Section 1.4: Pre-Proposal Conference (Non-Mandatory)

A pre-proposal conference will be held on Thursday, April 17, 2014 at 2:30 PM in the Procurement Services Conference Room No. 441 located at 315 W. Main Street, Tavares, Florida to discuss the special conditions and specifications included within this solicitation. It is mandatory that a representative of the firm attend in order to qualify to submit an offer in response to this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies

may not be available.

Section 1.5: Term of Contract – Twelve (12) 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 is contingent upon the completion and submittal of all required pre-award documents. 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 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 any pricing adjustment in writing 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 - 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 base index as defined below, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the <u>percentage</u> 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/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for fuel, 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 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 Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index (es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the 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 vendor(s) shall submit invoices to the County user department(s) after each individual cycle 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 (Purchases Over $25,000)

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

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

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in Statement of Work

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 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who shall confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

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 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 1.13.2: Completion Requirements for Request For Proposal (RFP)

Two (2) original proposals and one (1) complete copy of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal 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 vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

There shall be no pricing information included in the Technical Proposal.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Technical Proposal Sections:

Proposals shall be organized into the following major sections. All signed addendums shall be submitted with the technical proposal.

Tab 1 - Proposer Profile & Required Information

A. Statement of Interest & Understanding of Project: Provide a statement on the firm's letterhead that concisely states the firm's understanding of the services required by the County. This written statement shall also certify the total number of linear feet

that the firm has the resources and assets available to satisfactorily perform the services as outlined in the scope of services.

B. Firm Profile / Firm History: Provide the completed Vendor Profile Form, Attachment 1.

C. Work Experience: Provide a statement that quantifies the current number of accounts and the total amount of work (may be provided in cubic yards, miles or acres) associated with each account currently being serviced. All current Lake County contracts for mowing services shall be included.

D. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:

- Years of experience within the area of specialty.
- Length of and type of service with firm.
- Education and formal training, including certifications.

E. Any required licenses or permits.

Tab 2 - Proposed Management Plan

A. Provide a list of equipment and personnel that will be used to perform the required work, as specified in Scope of Services. In support of the equipment list, provide bills of sale, purchase agreements or lease agreements to document ownership and/or use for all equipment. Provide a listing of all key personnel and their experience.

B. Dedicated Route: Provide a dedicated route that would be used to complete the proposed locations within the five (5) week trimming cycle.

C. Schedule: Provide a detailed schedule by day to demonstrate the amount of time required to complete the work within the five (5) week trimming cycle.

D. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least five (5) recent references where the proposed service has been used within the past 3 years. References from other public sector organizations in the State of Florida, or other County entities are preferred. Examples should best illustrate current qualifications relevant to this project. Please use the Similar Projects Form, Attachment 2.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

D. Price Proposal Section:

The Proposer shall organize its proposal into the following major sections.

Tab 1 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 2 - Completed Pricing Back-up Section

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

Tab 3 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Facilities May be Added

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.17: 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.

Section 1.18: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.19: 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 1.20: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

Section 1.21: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of

such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.22: 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

GENERAL REQUIREMENTS

1. The purpose of this proposal is to establish a contract with a vendor to trim all vegetation and to remove all litter around guardrails along County roadways. The work involves trimming of weeds and brush that are over, under, in front of, and behind the guardrails, as well as removing all litter.

2. This contract is based on a routine cycle; however, there are no guarantees as to the quantities or frequencies of services included as part of this solicitation. The County reserves the right to adjust the quantities or frequencies to best meet the needs and intent of this solicitation.

3. All areas shall be mowed and trimmed to leave a neat presentable appearance. There shall be no mow lines or large clumps of vegetation left by the vendor.

TECHNICAL REQUIREMENTS

1. Litter Removal

   A. As part of this solicitation, it shall be the responsibility of the vendor to remove trash and debris from the guardrail locations as described within Section 5, Attachment 4, of this proposal. The vendor shall be responsible for the pickup, removal, and disposal of items such as, but not limited to: bottles, cans, tires, bags of trash, newspapers, cigarette packages, magazines, boxes, cups, food containers, sheets of paper, etc.

   B. The vendor shall remove litter for the entire length of the guardrail to include three (3) feet behind and six (6) feet from the ends of the guardrail. Litter shall also be removed from the area between the guardrail and the edge of the roadway travel lane.

   C. The vendor shall provide proof of the proper disposal of debris removed from the work sites. Tickets showing the proper disposal at an approved State Permitted Facility shall be supplied to the County with each invoice. The vendor shall include the date, road, and cycle number on the tickets. The invoice shall not be paid until the vendor supplies tickets to the County from the waste disposal site. This information shall be used by the County for the annual reporting of the National Pollutant Discharge Elimination System (NPDES) report; therefore, accurate accounting of the trash removed by the vendor is essential.

   D. The litter removal shall take place no more than twenty-four (24) hours prior to the trimming operation.

E. The vendor is not responsible for large items such as refrigerators, washers, or household furniture. If the vendor does encounter such items, they shall report the location to the Project Manager.

2. Trimming

A. All vegetation shall be trimmed to a height of three (3) inches plus or minus one (1) inch. No scalping of the areas being trimmed shall be allowed. Care shall be taken when trimming around items so as to not cause damage.

B. Trimming of vegetation shall be for a minimum of three (3) feet behind, six (6) feet from the ends, and all areas between the guardrail and the edge of pavement. For guardrails that are located on clay roads, the definition of the edge of roadway shall mean the distance to the travel lanes of the clay road. All weeds that are between the travel lane and the guardrail are to be trimmed.

C. The vendor shall be responsible to trim all brush and/or trees that are growing behind or over the guardrail. All such items shall be trimmed to a height of seven (7) feet above the edge of pavement. This trimming shall extend from three (3) feet behind the guardrail to the edge of pavement or travel lane.

D. If there is a portion of the guardrail that is being maintained by the adjacent landowner, then the vendor shall only be responsible for the removal of trash from that area.

3. Clean Up

A. The vendor shall be responsible to clean the clippings from the sidewalk and other paved areas after the mowing, trimming, and edging work has been completed. At no time shall the clippings be blown towards or into the roadway. All clippings shall be evenly distributed across the area that was recently serviced. The vendor shall discontinue blowing the debris when pedestrians or vehicles are in the area.

B. All tree and bush trimmings above one-quarter (1/4) inch and other large vegetation trimmed shall be removed by the vendor.

C. Grass clippings will not be blown into drains or storm drain inlets or wet retention ponds. Failure to adhere to this will result in the vendor removing clippings from the water and jetting out affected pipes and drains at the vendor's expense within two (2) calendar days after notification or reimbursing the County for the expense of the associated cleanup effort.

4. Quantities

A. The lengths of the guardrails have been inventoried and the measurements are as shown in Section 5, Attachment 4. The vendor shall maintain an additional six (6) feet on each end of the guardrail. This additional length is *not* included in the measurements as shown and the vendor should take this into consideration when calculating their cost to complete the work.

B. It is the responsibility of the vendor to verify the measurement that is stated in the pricing section. Any discrepancies concerning measurements shall be resolved and confirmed by the Project Manager prior to beginning the work. The vendor shall not be entitled to any additional compensation for the extra work performed if the vendor completes the work without the confirmation from the Project Manager.

C. If the vendor starts a cycle, it shall be considered that the vendor is in agreement with the measurements stated as there shall be no adjustments to the quantities unless when made by a contract modification to add or remove an area.

5. Order of Operation

A. The vendor submits schedule to the County prior to beginning each cycle. This schedule shall show the dates that the vendor anticipates completing the work at each location.

B. The vendor starts the cycle.

C. The vendor reports progress of previous day's work and anticipated work each day before 9:00 a.m. This report can be by e-mail (preferred) or fax.

D. Based on the daily reports sent to the Project Manager, inspections of the completed areas will be inspected for quality and acceptance. Areas determined to be unsatisfactory by the Project Manager shall be re-serviced at no additional cost to the County and shall be completed within the original cycle period.

E. The vendor submits an invoice with the corresponding dump tickets after completion of the cycle.

6. Schedule

A. Each cycle shall be based on a five (5) week rotation. All areas as listed in Section 5, Attachment 4, and any areas that may be added to the contract in the future, shall be completed within five (5) weeks.

B. For the purposes of bidding, there shall be five (5) cycles per year. The first cycle will be considered an initial cleanup cycle, whereas the vendor will be responsible for bringing all areas specified in the contract up to a maintainable standard. The total number and timing of the cycles shall be dependent upon the growth of the

vegetation. The actual number of cutting cycles within the contract period may be increased or decreased as determined and directed by the Project Manager.

C. The vendor shall be responsible to start each cycle on the dates shown below for the 2014 calendar year of the contract.

- May 5, 2014
- June 9, 2014
- July 14, 2014
- August 18, 2014
- September 22, 2014

D. Cycle dates for upcoming years shall be established at the beginning of the new year, but shall be similar to that shown above.

E. Once the vendor establishes a route for the completion of the work, this route shall not be changed. Each cycle shall be completed using the same circuit and the same time line.

For example, if the vendor chooses not to start the cycle until one (1) week after the cycle start date, then each subsequent cycle shall be started on the same road and at the same start time of one (1) week after the cycle start date. There shall be no variation in the route or time line without the prior approval of the Project Manager.

F. The vendor shall contact the Project Manager daily with the progress of the preceding day and the anticipated completion of work for the upcoming day. This notification shall be either an email (preferred) or fax and shall be delivered before 9:00 a.m. of each working day.

G. The vendor shall consult with the Project Manager prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. The notification shall occur the day before when possible, or if the vendor has reason to stop work during the day, an immediate notification shall be initiated stating why the schedule variation is needed.

H. No extensions of time shall be granted for items such as, but not limited to: equipment failure, rain or other weather conditions.

I. Areas covered under this contract shall be maintained every five (5) weeks (equivalent to 35 calendar days), unless otherwise authorized by the Project Manager. The vendor shall provide daily maintenance schedules not to be deviated from unless otherwise authorized in writing by the Project Manager. Liquidated damages in the amount of $200.00 (two hundred dollars) per calendar day may be assessed if one or more of the following conditions occur.

- The cycle is not completed within the five (5) week cycle (35 calendar days). Liquidated damages will start the first calendar day after the date the cycle was scheduled to be completed and will continue for each calendar day thereafter until all contracted areas are maintained and the cycle is accepted as complete.
- The vendor does not correct any deficient area within two (2) calendar days after notification from the County, unless otherwise authorized by the Project Manager. These liquidated damages will start the third calendar day after notification and will continue for each calendar day thereafter until the reported deficiencies are corrected per contract specifications.
- The vendor does not maintain contracted areas as specified and agreed on the submitted work plan. These liquidated damages will start the first calendar day the vendor deviates from the approved plan and will continue for each calendar day thereafter until affected areas are maintained as required on the work plan.

7. Communication and Quality Control

The vendor shall designate a competent representative who will be responsible for the quality control of this contract and who will not be replaced without written notice to the Project Manager at least twenty-four (24) hours before or after the replacement. The vendor's representative shall be present at job sites and shall have the authority to act on behalf of the vendor. All communications given to the vendor's representative will be as binding as if given to the vendor.

To effectively communicate with County staff while in the field, the vendor's representative shall have available devises with internet access (including email) (e.g. cellular phone, laptop computer, smartphone, etc.). This mandatory requirement will ensure proper communication and documentation of problems while performing operation in contracted areas. All conversations with County staff shall be documented via email, including but not limited to: weather/unusual condition delays, contractual issues, instructions given by County staff, etc.

8. Equipment for Service Areas

The vendor shall ensure all equipment used in performance of the contract on County property is in good, safe working order and properly maintained in order to protect the operator and the public. All equipment used by the vendor is subject to inspection by the Project Manager. Any equipment on site, which is deemed by the Project Manager to be inoperable, unsafe or improper for desired use, must be removed from the premises by the vendor at his/her expense the same day of the County's determination.

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

Minimum Required Equipment

Type	Quantity	Intended Use
Mower (no specific size required)	1	Mowing
Weed Eaters	2	Weed Control
Pole Saws	2	Tree and Brush Trimming
Trucks and Trailers	1	Transport

Because every area presents unique characteristics, the vendor shall take the time to inspect and analyze specific needs. Some areas require ditch and/or slope mowing, some small machine mowing, some large machine mowing, and some others require a combination of equipment in order to provide the required services. The mowing equipment used by the vendor shall be maintained to produce a clean, sharp cut and uniform distribution of clippings at all times.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

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

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

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

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

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer 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 proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms 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 work 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 proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

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

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due 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 proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes 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 proposers firm must sign the proposal. <u>FAILURE TO SIGN THE PROPOSAL MAY</u>

BE CAUSE TO REJECT THE PROPOSAL.

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers 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 RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer 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

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver 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 solicitation when doing so reflects the best interest of the County.

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive 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 proposals 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. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth 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 vendor'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 affect 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 born 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 other 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 the vendor to submit to an audit by any auditor of the County's choosing. The 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. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor 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

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

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 RFP 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 RFP 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 the successful performance under 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 awarded firm 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.

RFP TITLE: GUARDRAIL WEED TRIMMING AND TRASH REMOVAL

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 RFP: Addendum #1, Dated: 4/22/14 Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this RFP.

PRICING SECTION

Item Number	Item Description	Estimated Quantity in Linear Feet (A)	Unit Price per Linear Foot (B)	Extended Price (A x B = C)
1	Guardrail Weed Trimming and Trash Removal	104,367*	$0.09	$9,393.03

*The measurements provided are for estimating purposes only; it shall be the responsibility of the vendor to perform a site visit to verify the totals. The quantity shown is ONLY for the length of the guardrail. It does not include the additional six (6) feet on each end of the guardrail to be maintained as outlined in Section 2, Statement of Work, Technical Requirements. The vendor should take this into consideration when calculating their cost to complete the work.

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): OCALA, 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.

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

General Vendor Information and Proposal Signature:

Firm Name: CF Landscaping & Lawn Care INC.

Street Address: 3100 SE 46th Ave OCALA FL 34480

Mailing Address (if different): "

Telephone No.: 352-304-1323 Fax No.: 352-624-0148 E-mail: info@CFlawncare.com

FEIN No. 46-4146116 Prompt Payment Terms: 0 % 0 days, net 30

Signature: [signature] Date: 4/29/14

Print Name: Bryan Caracciolo Title: Owner / Project manager

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: Sandra Rogers Date: 06-25-14

Printed name: Sandra Rogers Title: Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Vendor Profile Form
Attachment 2: Similar Projects Form
Attachment 3: Public Works Additional Terms and Conditions
Attachment 4: Guardrail Locations with Measurements

ATTACHMENT 3

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

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

1. INTENT OF CONTRACT DOCUMENTS

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

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they are intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the vendor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the vendor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

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

3. EMERGENCIES

A. The vendor shall have a responsible person available at or reasonably near the County on a twenty four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the Project Manager, the phone numbers and names of personnel designated to be

contacted in cases of emergencies. Included in this list shall be twenty four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

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

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

A. Vendor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the vendor and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.

4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals and/or wastes caused by the vendor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

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

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

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the vendor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

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

H. The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the Vendor's Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be binding as if given to the vendor.

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the vendor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for vendor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of vendor on that individual project.

B. Vendor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and/or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the vendor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the vendor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the vendor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County

to final acceptance or payment, and the vendor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the vendor notice of the defect. The vendor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the vendor giving the vendor another seven (7) calendar days to correct the defect. If the vendor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another vendor or terminating the contract.

E. Should the vendor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the vendor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the vendor has failed or refused to make, shall be paid for out of any monies due or which may become due the vendor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the vendor's defective work and additional compensation due the County. The vendor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the Project Manager finds the materials or finished product in which the materials are

used and not within reasonably close conformity to the specifications, the Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by a Change Order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the Project Manager deems necessary to conform to the determination based on the Project Manager's professional judgment.

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The vendor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the vendor's work with the work of other contractors so that the vendor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the vendor. The vendor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the vendor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the vendor, and not due to the vendor's fault or neglect, the vendor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the vendor may have had to request a time extension.

C. If the vendor complies with the two (2) business days notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The vendor shall cooperate with the Project Manager's investigation of the delay by providing any

schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the vendor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

8. HOURS OF OPERATION

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the vendor and approval, in writing, has been granted by the Project Manager. Request for permission to work must be received by the Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

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

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The vendor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days:

Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the vendor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the vendor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the vendor. Upon negotiation of the offer, execution and receipt of the Change Order, the vendor shall commence performance of the work as specified.

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

10. CLAIMS AND DISPUTES

A. Claims by the vendor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the vendor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the vendor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

B. The vendor shall proceed diligently with its performance as directed by the County, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

1. Claims by the vendor shall be resolved in the following manner:

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

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

2. Claims by the County against the vendor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the vendor has a letter from the landowner authorizing the vendor to do so. A copy of the letter shall be provided to the County. The vendor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the vendor shall be procured by the vendor at the vendor's expense.

B. As the work progresses, the vendor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the vendor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the vendor cleans up the site to the satisfaction of the County. If the vendor fails to clean up the site, the County may choose to clean up the site at the vendor's expense.

C. The vendor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The vendor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the vendor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the vendor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2013 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2002 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, and/or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

C. If the vendor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the vendor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.

F. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

13. 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 vendor 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 vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

A. The vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The vendor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The vendor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the vendor or any one for whom the vendor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the vendor shall be charged with the same, and any monies

necessary to replace such loss or damage shall be deducted from any amounts due the vendor.

C. The vendor shall not disturb any benchmark established by the County with respect to the project. If the vendor, or its subcontractors, agents or any one for whom the vendor is legally liable, disturbs County benchmarks, the vendor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the vendor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the vendor.

D. During the period of production of work and the warranty period the vendor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The vendor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the vendor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the vendor.

E. All items damaged as a result of vendor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. The County reserves the right to pay any such claims and deduct such amount from the vendor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the vendor.

F. The vendor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the County immediately of any complaints given directly to the vendor.

times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

A. The vendor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The vendor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the vendor believes that such performance will involve additional expenses to the vendor or require additional time, the vendor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the vendor fails to send the above required notice, the vendor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The vendor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The vendor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

D. If any part of the vendor's work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the vendor shall inspect and promptly report to the Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the vendor to obtain proper execution or results. The vendor's failure to report will constitute an acceptance of the other work as fit and property for integration with the vendor's work.

18. BONDS

Not applicable to this solicitation.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the vendor shall as soon as possible, inform the Project Manager of the incident by telephone. The vendor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the vendor shall forward a copy of the report to the Project Manager.

I. The vendor shall be responsible for re-grading and re-sodding any areas that are disturbed by the vendor during the course of the work being completed.

15. EQUIPMENT

A. The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the vendor 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 vendor's equipment by the Project Manager shall not relieve the vendor of the responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

The vendor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all

19. FINAL INSPECTION

A. Maintenance of Work. The vendor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the vendor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the vendor if necessary of any deficiencies with the project. The vendor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying vendor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The vendor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the vendor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the vendor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the vendor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The vendor will then be released from further obligation except as set forth in the warranty and/or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the vendor be discovered after the final payment has been made, to claim and recover from the vendor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The vendor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

The vendor shall obtain and assign to the County all express warranties given to the Vendor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Vendor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Vendor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Vendor shall correct it promptly after receipt of written notice from the County. The Vendor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

ATTACHMENT 4

GUARDRAIL LOCATIONS WITH MEASUREMENTS

Guardrail ID	Road Name	Route Ahead	Route Back	Rail Length in LF
G0439-A	Green Swamp Rd (0439)	Dwights Rd (0539)	CR 474 (0141)	27
G0439-B	Green Swamp Rd (0439)	CR 474 (0141)	Dwights Rd (0539)	27
G0439-C	Green Swamp Rd (0439)	CR 474 (0141)	Dwights Rd (0539)	27
G0439-D	Green Swamp Rd (0439)	Dwights Rd (0539)	CR 474 (0141)	27
G0500A-A	Old 441 (0500A)	Camp Av	Robie Av	265
G0500A-B	Old 441 (0500A)	Johns Av	Camp Av	278
G0500A-C	Old 441 (0500A)	Camp Av	Robie Av	354
G0500A-D	Old 441 (0500A)	Johns Av	Camp Av	322
G0500A-E	Old 441 (0500A)	McDonald St	Dora Wy	1024
G0500A-F	Old 441 (0500A)	McDonald St	Dora Wy	410
G0500A-G	Old 441 (0500A)	McDonald St	Dora Wy	1165
G0500A-H	Old 441 (0500A)	Industry Dr	Bay Rd (4260)	150
G0500A-I	Old 441 (0500A)	Bay Rd (4260)	Industry Dr	152
G0539-A	Dwights Rd (0539)	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	34
G0539-B	Dwights Rd (0539)	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	34
G0539-C	Dwights Rd (0539)	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	34
G0539-D	Dwights Rd (0539)	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	32
G0542-A	Lake Nellie Rd (0542)	Compton Dr	State Park Dr	34
G0542-B	Lake Nellie Rd (0542)	Compton Dr	State Park Dr	34
G0542-C	Lake Nellie Rd (0542)	State Park Dr	Compton Dr	34
G0542-D	Lake Nellie Rd (0542)	State Park Dr	Compton Dr	34
G0604-A	Bay Lake Rd (0604)	Bay Ridge Lp	Bonnet Slew Rd	727
G0604-B	Bay Lake Rd (0604)	Twin Lake Dr	Shady Oak Pl	65
G0604-C	Bay Lake Rd (0604)	Eden Ln	Sharon Rd	151
G0604-D	Bay Lake Rd (0604)	Sharon Rd	Eden Ln	153
G0604-E	Bay Lake Rd (0604)	Periwinkle Dr	Bay Lake Lp (0606)	166
G0604-F	Bay Lake Rd (0604)	Bay Root Rd	Bay Lake Lp (0606)	204
G0604-G	Bay Lake Rd (0604)	Bay Lake Lp (0606)	Bay Root Rd	200
G0634-A	CR 561 (0634)	Thompson Pl (1235)	Indian Shore Dr	302
G0634-B	CR 561 (0634)	Indian Shore Dr	Thompson Pl (1235)	303
G0634-C	CR 561 (0634)	Thompson Pl (1235)	Indian Shore Dr	376
G0634-D	CR 561 (0634)	Indian Shore Dr	Thompson Pl (1235)	277
G0634-E	CR 561 (0634)	Thompson Pl (1235)	Indian Shore Dr	1202
G0634-F	CR 561 (0634)	Indian Shore Dr	Thompson Pl (1235)	758
G0640A-A	Nellie Oaks Bend (0640A)	Nellie Oaks Bend (0640A)	Mossy Oak Ln	54
G0640A-B	Nellie Oaks Bend (0640A)	Mossy Oak Ln	Nellie Oaks Bend (0640A)	54
G0750-A	Calle De Flores Dr (0750)	Toro Dr (0750A)	Colina Ct (0750B)	52
G0835-A	Log House Rd (0835)	Lakeshore Dr (1040)	North Crescent Ln (0837A)	326
G0835-B	Log House Rd (0835)	Lakeshore Dr (1040)	North Crescent Ln (0837A)	118
G1038-A	Bronson Rd (1038)	Bronson Rd (1038)	Marseilles Bv (0936C)	149
G1038-B	Bronson Rd (1038)	Marseilles Bv (0936C)	Bronson Rd (1038)	154
G1040-A	Lakeshore Dr (1040)	Suggs Rd (0739)	Point Nellie Dr (0737A)	73
G1040-AA	Lakeshore Dr (1040)	Brunello Cr	Sunset Av (1246)	152
G1040-AB	Lakeshore Dr (1040)	Brunello Cr	Sunset Av (1246)	110
G1040-AC	Lakeshore Dr (1040)	Brunello Cr	Sunset Av (1246)	71
G1040-AD	Lakeshore Dr (1040)	Sunset Av (1246)	Brunello Cr	39

Guardrail ID	Road Name	Route Ahead	Route Back	Rail Length in LF
G1040-AE	Lakeshore Dr (1040)	Brunello Cr	Sunset Av (1246)	27
G1040-AF	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	103
G1040-AG	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	104
G1040-AH	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	151
G1040-AI	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	133
G1040-AJ	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	52
G1040-AK	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	49
G1040-AL	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	350
G1040-AM	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	163
G1040-AN	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	133
G1040-AO	Lakeshore Dr (1040)	Sunset Av (1246)	Brogden Dr	68
G1040-AP	Lakeshore Dr (1040)	Brogden Dr	Hill Dr	27
G1040-AQ	Lakeshore Dr (1040)	The Crescent	Hooks St (1346)	40
G1040-B	Lakeshore Dr (1040)	Point Nellie Dr (0737A)	Suggs Rd (0739)	81
G1040-C	Lakeshore Dr (1040)	Lake Louisa Rd (0847)	Osprey Pointe Bv	251
G1040-D	Lakeshore Dr (1040)	Hammock Ridge Rd (0945)	Osprey Pointe Bv	200
G1040-E	Lakeshore Dr (1040)	Osprey Pointe Bv	Hammock Ridge Rd (0945)	430
G1040-F	Lakeshore Dr (1040)	Osprey Pointe Bv	Lake Louisa Rd (0847)	253
G1040-G	Lakeshore Dr (1040)	Lake Ridge Cr (1043)	Amber Av (1044)	53
G1040-H	Lakeshore Dr (1040)	Lake Ridge Cr (1043)	Amber Av (1044)	127
G1040-I	Lakeshore Dr (1040)	Lake Ridge Cr (1043)	Amber Av (1044)	109
G1040-J	Lakeshore Dr (1040)	Lake Ridge Cr (1043)	Amber Av (1044)	119
G1040-K	Lakeshore Dr (1040)	Lake Ridge Cr (1043)	Amber Av (1044)	102
G1040-L	Lakeshore Dr (1040)	Amber Av (1044)	Anderson Hill Rd (1146)	209
G1040-M	Lakeshore Dr (1040)	Amber Av (1044)	Anderson Hill Rd (1146)	154
G1040-N	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	80
G1040-O	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	89
G1040-P	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	62
G1040-Q	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	111
G1040-R	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	29
G1040-S	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	152
G1040-T	Lakeshore Dr (1040)	Claywood Dr	Anderson Hill Rd (1146)	33
G1040-U	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	80
G1040-V	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	67
G1040-W	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	46
G1040-X	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Claywood Dr	39
G1040-Y	Lakeshore Dr (1040)	Claywood Dr	Brunello Cr	67
G1040-Z	Lakeshore Dr (1040)	Brunello Cr	Sunset Av (1246)	258
G1146-A	Anderson Hill Rd (1146)	US HWY 27	El Viento St (1146A)	104
G1213-A	Empire Church Rd (1213)	Anderson Rd (1317)	Honeycomb Rd	105
G1213-B	Empire Church Rd (1213)	Honeycomb Rd	Anderson Rd (1317)	103
G1248B-A	Excalibur Rd (1248B)	Hooks St (1346)	Citrus Tower Bv (1350)	353
G1248B-B	Excalibur Rd (1248B)	Hooks St (1346)	Citrus Tower Bv (1350)	203
G1310-A	Mascotte Empire Rd (1310)	Doyles Farm Rd	Lake Linda Rd	344
G1310-B	Mascotte Empire Rd (1310)	Doyles Farm Rd	Lake Linda Rd	62
G1346-A	Hooks Street (1346)	South Grand Highway	Sandhillview Blvd.	280
G1346-B	Hooks Street (1346)	South Grand Highway	Sandhillview Blvd.	572
G1346-C	Hooks Street (1346)	South Grand Highway	Sandhillview Blvd.	530
G1364-A	Old Hwy 50 (1364)	Winter Rd (1464)	Florida Turnpike	308
G1364-B	Old Hwy 50 (1364)	Florida Turnpike	Winter Rd (1464)	442
G1551-A	CR 50/Old Hwy 50 (1551)	Blackstill Lake Rd (1757)	North Hancock Rd (1354)	338

Guardrail ID	Road Name	Route Ahead	Route Back	Rail Length in LF
G1551-B	CR 50/Old Hwy 50 (1551)	North Hancock Rd (1354)	Blackstill Lake Rd (1757)	341
G1551-C	CR 50/Old Hwy 50 (1551)	North Hancock Rd (1354)	Turkey Lake Farm Rd (1750)	78
G1629-A	CR 565A (1629)	Silver Eagle Rd (1726)	Hidden View Dr	77
G1629-B	CR 565A (1629)	Whooping Dr	Silver Eagle Rd (1726)	78
G1629-C	CR 565A (1629)	Courtyard Ln (1528B)	Green Valley Bv (1528)	1044
G1629-D	CR 565A (1629)	Courtyard Ln (1528B)	Green Valley Bv (1528)	77
G1733-A	Lake Minneola Shores (1733)	Fran Mar Ct	CR 565A (1629)	287
G1733-B	Lake Minneola Shores (1733)	CR 565A (1629)	Fran Mar Ct	287
G1733-C	Lake Minneola Shores (1733)	CR 565A (1629)	Fran Mar Ct	281
G1733-D	Lake Minneola Shores (1733)	Fran Mar Ct	CR 565A (1629)	292
G1733-E	Lake Minneola Shores (1733)	Palisades Bv (1736)	Tower View Dr (1734)	250
G1733-F	Lake Minneola Shores (1733)	Tower View Dr (1734)	Palisades Bv (1736)	249
G1829-A	Cherry Lake Rd (1829)	West Apshawa Rd (2035)	Coralwood Ln (1926)	614
G1829-B	Cherry Lake Rd (1829)	Coralwood Ln (1926)	West Apshawa Rd (2035)	614
G1846-A	Scrub Jay Rd (1946A)	CR 561A (2146)	Florida Turnpike	228
G1846-B	Scrub Jay Rd (1946A)	Florida Turnpike	CR 561A (2146)	53
G1846-C	Scrub Jay Rd (1946A)	Florida Turnpike	Sullivan Rd (2044)	53
G1846-D	Citrus Grove Rd (1946)	North Grassy Lake Rd (1944)	Turkey Farm Rd (1750)	276
G1846-E	Grassy Lake Rd (1846)	Whightwing Cr	Jack Pine St	114
G1859-A	Vinola Dr (1859)	Vinola Ln (1957)	End of Co Maint	14
G1864-A	Ridgewood Av (1864)	Elderberry Dr (1869)	Sugar Berry Ln (1868)	276
G2038-A	East Apshawa Rd (2038)	Tuscarora Ln (2039B)	Whisperwind Dr (2039A)	260
G2038-B	East Apshawa Rd (2038)	Zaltana Cr	US HWY 27	429
G2215-A	Villa City Rd (2215)	Lake Emma Rd (2119)	Brasher Ln (2116A)	889
G2215-B	Villa City Rd (2215)	Brasher Ln (2116A)	River Bed Rd	889
G2354-A	CR 455 (2354)	North Buckhill Rd (2739)	CR 561 (3047)	275
G2354-B	CR 455 (2354)	South Buckhill Rd (2439)	Valley View Dr	941
G2354-C	CR 455 (2354)	CR 561 (3047)	Wolfs Head Rd	303
G2354-D	CR 455 (2354)	Fosgate Rd (1860)	Katies Landing	328
G2354-E	CR 455 (2354)	Vetta Dr	Bolsena Dr	488
G2354-F	CR 455 (2354)	Bolsena Dr	Cavallo Dr	489
G2354-G	CR 455 (2354)	Willo Pines Ln	Cavallo Dr	203
G2354-H	CR 455 (2354)	Cavallo Dr	Willo Pines Ln	103
G2354-I	CR 455 (2354)	Florida Turnpike	Old Hwy 50 (1364)	57
G2354-J	CR 455 (2354)	CR 50/Old Hwy 50 (1551)	Florida Turnpike	57
G2354-K	CR 455 (2354)	Florida Turnpike	CR 50/Old Hwy 50 (1551)	53
G2354-L	CR 455 (2354)	Old Hwy 50 (1364)	Florida Turnpike	52
G2354-M	CR 455 (2354)	SR 50	Arrowhead Tl (1459)	77
G2354-N	CR 455 (2354)	Arrowhead Tl (1459)	SR 50	77
G2409-A	CR 33 (2409)	Lake Thomas Rd	Bridges Rd (2713)	77
G2409-B	CR 33 (2409)	Florida Turnpike	Ashwood St	553
G2409-C	CR 33 (2409)	Ashwood St	Florida Turnpike	552
G2427-A	OBrien Rd (2427)	Florida Turnpike	US HWY 27	152
G2427-B	OBrien Rd (2427)	Sunny Hills Ln	Florida Turnpike	228
G2427-C	OBrien Rd (2427)	Florida Turnpike	Florida Turnpike	127
G2427-D	OBrien Rd (2427)	Florida Turnpike	Sunny Hills Ln	252
G2427-E	OBrien Rd (2427)	Sunny Hills Ln	Boondock Rd	156
G2427-F	OBrien Rd (2427)	Boondock Rd	Sunny Hills Ln	153
G2436-A	Arrowtree Bv (2436)	Howey Cross Rd (2441)	End of Co Maint	228
G2436-B	Arrowtree Bv (2436)	End of Co Maint	Howey Cross Rd (2441)	241
G2436-C	Arrowtree Bv (2436)	Canoe Crossing Ct (2436A)	Howey Cross Rd (2441)	302

Guardrail ID	Road Name	Route Ahead	Route Back	Rail Length in LF
G2436-D	Arrowtree Bv (2436)	Howey Cross Rd (2441)	Canoe Crossing Ct (2436A)	303
G2436-E	Arrowtree Bv (2436)	Canoe Pass St (2435)	Canoe Crossing Ct (2436A)	303
G2436-F	Arrowtree Bv (2436)	Canoe Crossing Ct (2436A)	Canoe Pass St (2435)	303
G2436C-A	Marsh View Ct (2436C)	Dark Water Ct (2436B)	Arrowtree Bv (2436)	303
G2436C-B	Marsh View Ct (2436C)	Arrowtree Bv (2436)	Dark Water Ct (2436B)	304
G2436C-C	Marsh View Ct (2436C)	Arrowtree Bv (2436)	Dark Water Ct (2436B)	76
G2439-A	South Buckhill Rd (2439)	Buckhill Ln	CR 455 (2354)	1003
G2713-A	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	153
G2713-B	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	151
G2713-C	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	152
G2713-D	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	150
G2713-E	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	201
G2713-F	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	202
G2713-G	Bridges Rd (2713)	US HWY 27	Florida Turnpike	439
G2713-H	Bridges Rd (2713)	Florida Turnpike	US HWY 27	278
G2713-I	Bridges Rd (2713)	Florida Turnpike	US HWY 27	415
G2729-A	East Dewey Robbins Rd (2729)	Glory Rd	Oakenwalt Av	303
G2729-B	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	551
G2729-C	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	477
G2729-D	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	140
G2729-E	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	216
G2729-F	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	341
G2729-G	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	315
G3007-A	CR 48 (3007)	South Quarters Rd (3109)	Northwind Rd	254
G3007-B	CR 48 (3007)	CR 33 (3009)	South Quarters Rd (3109)	129
G3009-A	CR 33 (3009)	Manor Oaks Ct	Florida Turnpike	277
G3009-B	CR 33 (3009)	Florida Turnpike	Manor Oaks Ct	277
G3009-C	CR 33 (3009)	Manor Oaks Ct	Florida Turnpike	78
G3009-D	CR 33 (3009)	Florida Turnpike	Manor Oaks Ct	78
G3024-A	Number Two Rd (3024)	Heald Ln	Silverwood Ln	315
G3024-B	Number Two Rd (3024)	Silverwood Ln	Heald Ln	313
G3024-C	Number Two Rd (3024)	Mare Av	Silverwood Ln	288
G3024-D	Number Two Rd (3024)	Silverwood Ln	Mare Av	289
G3029-A	CR 48 (3029)	SR 19	Camino Real Bv	602
G3029-B	CR 48 (3029)	Camino Real Bv	SR 19	601
G3029-C	CR 48 (3029)	Drake Av	Bella Vista Dr	51
G3029-D	CR 48 (3029)	Bella Vista Dr	Drake Av	101
G3029-E	CR 48 (3029)	East Orange Av (3129)	Lime Av (3130)	502
G3029-F	CR 48 (3029)	Robertson Rd	Lakeshore Dr (3128)	109
G3029-G	CR 48 (3029)	San Luis Blv.	Bella Vista Blv.	91
G3047-A	CR 561 (3047)	Corkwood Ln	Double Run Rd (2745)	168
G3047-B	CR 561 (3047)	Sugarbluff Rd	Sugarloaf Mountain Rd (2350)	455
G3047-C	CR 561 (3047)	Sweetwood Ln (2344A)	Shiloh Acres Dr	306
G3047-D	CR 561 (3047)	Cynthia Ln (2344)	Shiloh Acres Dr	814
G3047-E	CR 561 (3047)	Sweetwood Ln (2344A)	Cynthia Ln (2344)	178
G3047-F	CR 561 (3047)	Sweetwood Ln (2344A)	Cynthia Ln (2344)	191
G3047-G	CR 561 (3047)	CR 561A (2146)	Rhoden Rd	325
G3047-H	CR 561 (3047)	Rhoden Rd	CR 561A (2146)	460
G3056-A	CR 48 (3056)	Layline Dr	Ranch Rd (2854)	232
G3056-B	CR 48 (3056)	Ranch Rd (2854)	Layline Dr	222
G3056-C	CR 48 (3056)	CR 448A (3064)	Dague Lake Rd	579

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G3056-D	CR 48 (3056)	CR 448A (3064)	Dague Lake Rd	177
G3056-E	CR 48 (3056)	Dague Lake Rd	CR 448A (3064)	433
G3056-F	CR 48 (3056)	CR 448A (3064)	Dague Lake Rd	106
G3056-G	CR 48 (3056)	CR 448A (3064)	Dague Lake Rd	1424
G3056-H	CR 48 (3056)	Dague Lake Rd	CR 448A (3064)	739
G3064-A	Duda Rd (3168)	CR 448A (3064)	Red Farm Rd	409
G3064-B	CR 448A (3064)	Duda Rd (3168)	Spicewood Wy	675
G3064-C	CR 448A (3064)	Lake Lena Ln	Opal Ln	682
G3064-D	CR 448A (3064)	CR 48 (3056)	Lake Lena Ln	39
G3064-E	CR 448A (3064)	Duda Rd (3168)	Spicewood Wy	38
G3064-F	CR 448A (3064)	Spicewood Wy	Lake Lena Ln	40
G3064-G	CR 448A (3064)	Lena Dr	Front St	40
G3064-H	CR 448A (3064)	Front St	Lena Dr	39
G3064-I	CR 448A (3064)	End of Co Maint	Keen Ranch Rd	128
G3064-J	CR 448A (3064)	Keen Ranch Rd	End of Co Maint	129
G3105-A	CR 470 (3105)	South Quarters Rd (3109)	Main Av (3109A)	84
G3105-B	CR 470 (3105)	CR 470 (3105)	Virgil Hawkins Cr (3209A)	115
G3105-C	CR 470 (3105)	Florida Turnpike	Platt Dairy Ln	115
G3105-D	CR 470 (3105)	Platt Dairy Ln	Ronald Reagan Turnpike	115
G3105-F	CR 470 (3105)	Platt Dairy Ln	Florida Turnpike	1730
G3105-G	CR 470 (3105)	Florida Turnpike	Florida Turnpike	1901
G3105-H	CR 470 (3105)	Florida Turnpike	End of Co Maint	571
G3105-I	CR 470 (3105)	Ronald Reagan Turnpike	End of Co Maint	1604
G3111-A	CR 48 (3111)	Jackson Ct	Mt Bethel Baptist Ch Rd (3217)	201
G3111-B	CR 48 (3111)	Hawthorne Bv	Royal Palm Dr	340
G3111-C	CR 48 (3111)	US HWY 27	Royal Palm Dr	139
G3111-D	CR 48 (3111)	US HWY 27	Royal Palm Dr	27
G3111-E	CR 48 (3111)	Royal Palm Dr	US HWY 27	102
G3111-F	CR 48 (3111)	US HWY 27	Royal Palm Dr	152
G3111-G	CR 48 (3111)	Royal Palm Dr	US HWY 27	103
G3111-H	CR 48 (3111)	Stonewood Rd	US HWY 27	374
G3111-I	CR 48 (3111)	Hollondel Rd (3215)	Price Rd (3216)	94
G3111-J	CR 48 (3111)	Stonewood Rd	US HWY 27	73
G3156-A	CR 448 (3156)	Lake Jem Rd (3267)	CR 448A (3064)	128
G3156-B	CR 448 (3156)	Shadow Ln	Lake Jem Rd (3267)	128
G3156-C	CR 448 (3156)	Sunset Ct	Woodhollow Rd	141
G3156-D	CR 448 (3156)	Sunset Ct	Woodhollow Rd	65
G3156-E	CR 448 (3156)	Woodhollow Rd	Sunset Ct	85
G3156-F	CR 448 (3156)	Woodhollow Rd	Sunset Ct	199
G3156-G	CR 448 (3156)	Woodhollow Rd	Sunset Ct	104
G3156-H	CR 448 (3156)	Woodhollow Rd	Sunset Ct	373
G3156-I	CR 448 (3156)	Southridge Industrial Dr	Beechnut Rd	167
G3156-J	CR 448 (3156)	Southridge Industrial Dr	Beechnut Rd	167
G3156-K	CR 448 (3156)	Grand Oak Ln	Lois Dr (3259)	107
G3215-A	Hollondel Rd (3215)	Bobs Ln	Parkway St	201
G3215-B	Hollondel Rd (3215)	Parkway St	Bobs Ln	512
G3215-C	Hollondel Rd (3215)	CR 48 (3111)	Parkway St	118
G3215-D	Hollondel Rd (3215)	Bobs Ln	Parkway St	122
G3888-A	CR 435 (3888)	Dubsdread Dr (3988)	Deal Dr (4288)	176
G3888-B	CR 435 (3888)	Musselberg Pl	Kowlman Bv	152
G3888-C	CR 435 (3888)	Musselberg Pl	Kowlman Bv	103

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G3888-D	CR 435 (3888)	Kowlman Bv	Musselberg Pl	288
G3986-A	CR 437 (3986)	Oak Ln (3885)	Plymouth Hollow Cr (3986A)	152
G4188-A	Carnoustie Dr (4188B)	Westchester Av (4188)	Westward Ho Av (4288A)	97
G4288A-A	Westward Ho Av (4288A)	Deal Dr (4288)	Exeter Pl	174
G4583-A	Wolf Branch Rd (4583)	Wendell Ln	Robert D Rd (4581)	397
G4583-B	Wolf Branch Rd (4583)	Robert D Rd (4581)	Wendell Ln	400
G4587-A	Wallick Rd (4587)	End of road	End of road	41
G4672-A	Old Eustis Rd (4672)	Stewart Ln	Oake Leaf Cr	39
G4672-B	Old Eustis Rd (4672)	Oake Leaf Cr	Stewart Ln	37
G4672-C	Old Eustis Rd (4672)	Stewart Ln	Oake Leaf Cr	211
G4708-A	Montclair Rd	MC Mormack	Lone Oak Dr	255
G4708-B	East Montclair Rd (4708)	Sandy Oak Cr	Mccormack St	96
G4891-A	CR 46A (4891)	Red Tail Bv	SR 46	103
G4891-B	CR 46A (4891)	SR 46	Red Tail Bv	224
G4891-C	CR 46A (4891)	Seminole Springs Rd (5489)	SR 46	152
G4891-D	CR 46A (4891)	SR 46	Red Tail Bv	153
G4891-E	CR 46A (4891)	Seminole Springs Rd (5489)	SR 46	204
G4891-F	CR 46A (4891)	SR 46	Red Tail Bv	565
G4908-A	Griffin Rd (4908)	Snowberger Av (4807A)	Manor Dr	239
G4909-A	Griffin Rd (4909)	Tally Box Rd	Thomas Av	280
G4909-B	Griffin Rd (4909)	Penn St	Griffin Rd (4909)	64
G5036-A	CR 473 (5036)	California St	Fountain Lake Bv (5038)	349
G5072-A	Waycross Av (5072)	Abrams Rd (5371)	Ridgeview Dr	77
G5072-D	Waycross Av (5072)	Orange Branch Rd	East Lake Joanna Dr (5175)	84
G5072-E	Waycross Av (5072)	East Lake Joanna Dr (5175)	Wesley Rd (5176)	302
G5105-A	Lewis Rd (5105)	Lake Myrtle Bv (5204)	Wingspread Dr	403
G5154-A	Lakeshore Dr (5154)	Sharps Cr	King St	139
G5154-B	Lakeshore Dr (5154)	King St	Sharps Cr	188
G5154-C	Lakeshore Dr (5154)	King St	Sharps Cr	188
G5154-D	Lakeshore Dr (5154)	Sharps Cr	King St	181
G5205-A	CR 468 (5205)	CR 468 (5205)	Pine Ridge Dairy Rd (5603)	231
G5205-B	CR 468 (5205)	Mulberry Av	Lomax Dr (5406A)	165
G5205-C	CR 468 (5205)	Mulberry Av	Urick St (5407)	1049
G5205-D	CR 468 (5205)	Lomax Dr (5406A)	Mulberry Av	402
G5205-E	CR 468 (5205)	Centennial Bv (5206)	Myrtle Lake Av (5405)	315
G5205-F	CR 468 (5205)	Urick St (5407)	Centennial Bv (5206)	331
G5205-G	CR 468 (5205)	Urick St (5407)	Centennial Bv (5206)	690
G5205-H	CR 468 (5205)	Urick St (5407)	Centennial Bv (5206)	91
G5205-I	CR 468 (5205)	Centennial Bv (5206)	Myrtle Lake Av (5405)	602
G5227-A	CR 44 (5227)	Clark St	Spring Ct (5228)	140
G5227-B	CR 44 (5227)	Treasure Island Rd (5726)	Clark St	164
G5227-C	CR 44 (5227)	Clark St	Treasure Island Rd (5726)	164
G5386-A	CR 437 (5386)	Wallick Rd (4587)	Paul St (4487)	53
G5386-B	CR 437 (5386)	Wolf Branch Rd (4583)	Olmac Rd	53
G5433-A	Radio Rd (5433)	Treadway School Rd (5335)	Highland Rd (5333)	27
G5433-B	Radio Rd (5433)	Stonepark Dr	Silver Bluff Dr (4933)	156
G5433-C	Radio Rd (5433)	Silver Bluff Dr (4933)	Shademoor Dr	300
G5507-A	Dixie Av (5507)	Sunset Wy	Fruitland St	158
G5507-B	Dixie Av (5507)	Fruitland St	Sunset Wy	541
G5507-C	Dixie Av (5507)	Palm St	Pennsylvania Av	79

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G5710-A	Picciola Rd (5710)	Sabal Palm Dr	Mulholland Dr	112
G5710-B	Picciola Rd (5710)	Stallings Bv	Sabal Palm Dr	122
G5710-C	Picciola Rd (5710)	Picciola Cutoff (5509)	Wood Duck Ln	40
G5710-D	Picciola Rd (5710)	Rabbit Hash Rd	Citrus Cr (5510)	203
G5771-A	Bates Av (5771)	Summerglen Ln	Wall St	238
G5876-A	Estes Rd (5876)	CR 44A (6286)	Lake Swatara Dr (5876A)	331
G5983-A	Lake Seneca Rd (5983)	Island Pond Ln	Chesterwood Ln	238
G5983-B	Lake Seneca Rd (5983)	Island Pond Ln	Chesterwood Ln	81
G6068-A	CR 44 (6068)	Old Carriage Tl	Bates Av (5771)	40
G6110-A	Lake Unity Rd (6110)	Emmaus Rd (6011)	Orchid Dr	1201
G6143-A	CR 44 (6143)	Fernery Rd (5929)	Variety Tree Rd	152
G6143-B	CR 44 (6143)	Radio Rd (5433)	Fernery Rd (5929)	152
G6143-C	CR 44 (6143)	Variety Tree Rd	Hickory Hollow Rd	100
G6143-D	CR 44 (6143)	Variety Tree Rd	Hickory Hollow Rd	138
G6143-E	CR 44 (6143)	Variety Tree Rd	Hickory Hollow Rd	41
G6143-F	CR 44 (6143)	Variety Tree Rd	Hickory Hollow Rd	102
G6143-G	CR 44 (6143)	Hickory Hollow Rd	CR 473 (5036)	230
G6143-H	CR 44 (6143)	Oak Dr	Leroy Turner Cr	491
G6143-I	CR 44 (6143)	Leroy Turner Cr	Oak Dr	616
G6143-J	CR 44 (6143)	Oak Dr	Leroy Turner Cr	242
G6143-K	CR 44 (6143)	Leroy Turner Cr	Oak Dr	315
G6143-L	CR 44 (6143)	Emeralda Av (6335)	Rhett Rd	96
G6143-M	CR 44 (6143)	Rhett Rd	Emeralda Av (6335)	88
G6143-N	CR 44 (6143)	Camellia Dr	Forest Dr	220
G6143-O	CR 44 (6143)	Forest Dr	Camellia Dr	154
G6143-P	CR 44 (6143)	Cypress Dr	Forest Dr	156
G6143-Q	CR 44 (6143)	Goose Creek Rd (6040)	Oakridge Dr (6140)	141
G6143-R	CR 44 (6143)	Harbor Shores Rd (5942)	Wedgefield Dr (6343)	165
G6143-S	CR 44 (6143)	Wedgefield Dr (6343)	Harbor Shores Rd (5942)	166
G6143-T	CR 44 (6143)	South Fish Camp Rd (6549)	Sparrow Ln (6551)	152
G6143-U	CR 44 (6143)	Sparrow Ln (6551)	South Fish Camp Rd (6549)	113
G6143-V	CR 44 (6143)	Camellia Dr	Cypress Dr.	140
G6159-A	CR 19A (6159)	CR 44 (6143)	Rainbow Rd	755
G6159-B	CR 19A (6159)	Rainbow Rd.	CR 44 (6143)	41
G6286-A	CR 44A (6286)	CR 44A (6678)	East Eldorado Lake Dr (6480)	701
G6286-B	CR 44A (6286)	SR 44	Ramblewood Ln	67
G6286-C	CR 44A (6286)	Ramblewood Ln	SR 44	63
G6286-D	CR 44A (6286)	Ramblewood Ln	SR 44	394
G6286-E	CR 44A (6286)	SR 44	Ramblewood Ln	394
G6286-F	CR 44A (6286)	CR 439 (7483)	Peacock Cove Dr	288
G6286-G	CR 44A (6286)	CR 439 (7483)	Peacock Cove Dr	390
G6286-H	CR 44A (6286)	Clear Lake Dr (6172)	Kings Ln	256
G6555-A	Yale Retreat Rd (6555)	Old Chisholm Tl (6556)	CR 452 (6743)	104
G6555-B	Yale Retreat Rd (6555)	CR 452 (6743)	Old Chisholm Tl (6556)	120
G6581-A	Calhoun Rd (6581)	Jenny Ln	Fox Knoll Dr	302
G6678-A	CR 44A (6678)	Mattys Pl	West Eldorado Dr (6379)	410
G6743-A	CR 452 (6743)	Yale Cove Rd	Sandpiper Dr (7039)	116
G6743-B	CR 452 (6743)	Sandpiper Dr (7039)	Yale Cove Rd	128
G6745-A	Apiary Rd (6745)	End of Co Maint	Fish Camp Rd (6847)	682
G6882-A	Rollingwood Tl (6882)	CR 439 (7483)	End of Co Maint	54
G6882-B	Rollingwood Tl (6882)	End of Co Maint	CR 439 (7483)	54

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G6883-A	Quale Grove Rd (6883)	CR 439 (7483)	Deerwoods Dr	202
G7187-A	Lake Norris Rd (7187)	Ebersole Rd (7688)	Lester Wy (6787)	94
G7187-B	Lake Norris Rd (7187)	Lester Wy (6787)	Ebersole Rd (7688)	207
G7187-C	Lake Norris Rd (7187)	Lester Wy (6787)	Ebersole Rd (7688)	320
G7187-D	Lake Norris Rd (7187)	Ebersole Rd (7688)	Lester Wy (6787)	100
G7270-A	CR 450A (7270)	Church St (7265)	Pine St (7366)	104
G7270-B	CR 450A (7270)	CR 44A (7077)	Crystal Ln	66
G7270-C	CR 450A (7270)	Crystal Ln	CR 44A (7077)	64
G7270-D	CR 450A (7270)	CR 44A (7077)	Crystal Ln	64
G7270-E	CR 450A (7270)	Crystal Ln	CR 44A (7077)	66
G7270-F	CR 450A (7270)	CR 44A (7077)	Crystal Ln	67
G7270-G	CR 450A (7270)	Crystal Ln	CR 44A (7077)	358
G7270-H	CR 450A (7270)	Church St (7265)	Pine St (7366)	717
G7483-A	CR 439 (7483)	Dairy Rd (6082)	Old Post Office Ln	349
G7483-B	CR 439 (7483)	Deer Park Av	Brookside Dr	126
G7483-C	CR 439 (7483)	Brookside Dr	Deer Park Av	125
G7483-D	CR 439 (7483)	Live Oaks Ranch Rd	Deer Park Av	617
G7483-E	CR 439 (7483)	Deer Park Av	Live Oaks Ranch Rd	715
G7483-F	CR 439 (7483)	CR 42 (8990)	Freeman Dr (7882)	154
G7483-G	CR 439 (7483)	Freeman Dr (7882)	CR 42 (8181)	153
G7483-H	CR 439 (7483)	CR 42 (8990)	Freeman Dr (7882)	153
G7483-I	CR 439 (7483)	Freeman Dr (7882)	CR 42 (8181)	156
G7483-J	CR 439 (7483)	Quale Grove Rd (6883)	Mill Creek Rd (6583)	201
G7483-K	CR 439 (7483)	Double Toe Ln	Wiygul Rd (7581)	127
G7483-L	CR 439 (7483)	CR 439 (7483)	Enchanted Ln	130
G7483-M	CR 439 (7483)	CR 42 (8990)	Freeman Dr (7882)	128
G7483-N	CR 439 (7483)	Paradise Wy	Dalious Tl	131
G7528-A	Emeralda Island Rd (7528)	Sheila Ln	Johns Cove	120
G7528-B	Emeralda Island Rd (7528)	Johns Cove	Emeralda Island Rd (7528)	94
G7528-C	Emeralda Island Rd (7528)	Sheila Ln	Johns Cove	195
G7528-D	Emeralda Island Rd (7528)	Johns Cove	Emeralda Island Rd (7528)	202
G7581-A	Wiygul Rd (7581)	Enchanted Ln	CR 44A (7077)	489
G7611A-A	French Rd (7611A)	Lake Griffin Rd (7611)	Dogwood Wy	1288
G7676-A	Twin Ponds Rd (7676)	Lake Burns Rd (7575)	Skyline Dr (7773)	504
G7773-A	Skyline Dr (7773)	Cassady St	Skyline Dr (7773)	272
G7804-A	CR 25 (7804)	Fennell Bv	Oak St	403
G7804-B	CR 25 (7804)	Oak St	Fennell Bv	415
G7807-A	Griffin Av (7807)	Oak Lodge Ln	Grays Airport Rd (7310)	164
G7972-A	Fletcher Rd (7972)	Webster Hill Rd (7873)	Glendale Av	78
G7972-B	Fletcher Rd (7972)	SR 19	Tuck A Way Ln	77
G7978-A	Collins St (7978)	Skyline Dr (7773)	Charles Osborne Rd (7872)	361
G8010-A	Marion County Rd (8010)	Tall Pine St	Eleanor Ln	407
G8010-B	Marion County Rd (8010)	Singletary Rd (7917)	Lake Griffin Rd (7611)	428
G8068-A	Silver Dr (8068)	End of Co Maint	Florida St (8068A)	27
G8068-B	Silver Dr (8068)	Florida St (8068A)	End of Co Maint	26
G8068-C	Silver Dr (8068)	Florida St (8068A)	End of Co Maint	28
G8068-D	Silver Dr (8068)	End of Co Maint	Florida St (8068A)	27
G8165-A	Keene Rd (8165)	Carrie Ln (8170)	Chancery Ln	503
G8181-A	CR 42 (8181)	Penley Ln	Big Oak Rd (8277)	428
G8190-A	Maggie Jones Rd (8190)	Her Mar Rd	Coffgardner Rd	28

Guardrail ID	Road Name	Route Ahead	Route Back	Rail Length in LF
G8190-B	Maggie Jones Rd (8190)	Her Mar Rd	Coffgardner Rd	31
G8190-C	Maggie Jones Rd (8190)	Coffgardner Rd	Her Mar Rd	28
G8190-D	Maggie Jones Rd (8190)	Coffgardner Rd	Her Mar Rd	28
G8589A-A	Sunset Dr (8589A)	Fishermans Rd (8589)	Pine Ridge Rd (8689)	61
G8589A-B	Sunset Dr (8589A)	Pine Ridge Rd (8689)	Fishermans Rd (8589)	64
G8598-A	Bear Lake Bv (8598)	Plank Ln	Anna St (8698A)	65
G8990-A	CR 42 (8990)	Maggie Jones Rd (8190)	CR 439 (7483)	430
G8990-B	CR 42 (8990)	CR 439 (7483)	Maggie Jones Rd (8190)	301
G8990-C	CR 42 (8990)	Washington Dr (8992B)	Pennsylvania St (8991)	126
G8990-D	CR 42 (8990)	Pennsylvania St (8991)	Washington Dr (8992B)	116
G8990-E	CR 42 (8990)	10th St (8898C)	River Forest Bv	452
G8991A-A	Veva Av (8991A)	Washington Dr (8992B)	Pennsylvania St (8991)	96
G8991A-B	Veva Av (8991A)	Pennsylvania St (8991)	Washington Dr (8992B)	165
G9285-A	CR 445 (9285)	CR 445A (9482)	Paisley Rd (9086)	230
G9285-B	CR 445 (9285)	Paisley Rd (9086)	CR 445A (9482)	225
G9285-C	CR 445 (9285)	Paisley Rd (9086)	CR 445A (9482)	54
G9285-D	CR 445 (9285)	CR 445A (9482)	Paisley Rd (9086)	103
G9285-E	CR 445 (9285)	NFS 543	CR 445A (9482)	79
G9285-F	CR 445 (9285)	CR 445A (9482)	NFS 543	79
G9482-A	CR 445A (9482)	SR 40	Astor Park Cutoff (9685B)	166
G9588-A	Alco Rd. (9588)	Dexter Rd (9589)	Maxwell St	154
G9588-B	Alco Rd (9588)	Maxwell St (9688D)	Dexter Rd (9589)	165
			TOTAL LINEAR FEET:	**104,367**