



LAKE COUNTY  
FLORIDA

INVITATION TO BID (ITB)  
CONSTRUCTION

**FIRE STATION 21 DRIVEWAY IMPROVEMENTS -PHASE I**

ITB Number: 08-0034 Issue Date: July 25, 2008  
Pre -Bid Conference: August 4, 2008, 9:00 a.m. Opening Date/Time: August 13, 2008, 3:00 p.m.

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

**Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

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

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

**VENDOR IDENTIFICATION**

Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**1.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid** –Any offer(s) submitted in response to this Invitation to Bid.

**Bidder** –Anyone submitting a Bid in response to an Invitation to Bid or a general reference to any entity responding to this solicitation or performing as the General or Prime Contractor under any resulting contract

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

**Construction Price:** The dollar amount for which a Bidder agrees to perform the work set forth in a contract for construction.

**Construction Documents:** Plans, specifications, change orders, revisions, addenda, and other information which set forth in detail to describe the work to be performed under the contract.

**Construction Manager:** The individual assigned by the County, in writing, to act as its representative at the Site to perform construction inspection services and administrative functions relating to this Contract. Initial contact with the County shall be through the Construction Manager.

**Construction Schedule:** The timetable which sets forth pertinent dates for timely completion of the work

**Contractor:** The Bidder to which award has been made. May also be expressed as “Prime Contractor” or “General Contractor”.

**County** –Lake County, Florida. The County is also referred to as the “Owner”.

**Invitation to Bid (ITB)** –This solicitation document, including any and all addenda.

**Final Completion:** The stage of construction when the work has been completed in accordance with the contract for construction and the County has received all documents and items necessary for closeout of the Work.

**Modification-** A written change to a contract.

**Professional:** An entity, including but not limited to an architect, civil engineer or geotechnical engineer, engaged directly by the County to provide design, engineering, or other services.

**Project:** The planned construction undertaking under this Contract.

**Project Design Schedule:** The timetable which sets forth the required relationships between, and pertinent dates for, required completion of design and engineering services, documents and related activities.

**Project Schedule:** The timetable which sets forth the required relationships between, and pertinent dates for, required completion of various phases of the project to include, but not be limited to, substantial and final completion of the Project

**Representative:** A duly authorized agent that acts on behalf of the party being represented.

**Responsible Bidder-** A Bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive Bidder-** A Bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

**Site:** The geographical location of a project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

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

**Substantial Completion:** The stage of construction when the County can occupy or beneficially use satisfactorily completed work for its intended purpose.

**Total Project Construction Cost:** The total cost to the County to complete construction of the project, including, without limitation, the work, the cost of utilities, the cost of fees for permits and licenses, and modifications necessitated by local conditions

**Vendor:** A general reference to any entity responding to this solicitation or performing as the prime contractor under any resulting contract.

**Work:** Any and all computers, construction machinery, documents, equipment, facilities, fixtures, furnishings, goods, heat, items, labor, licenses, management, materials, permits, products, services, supervision, supplies, systems, taxes, testing, tools, utilities, transportation, vehicles, and water, required to be performed or supplied and/or necessary for proper execution and completion of the project, or some portion thereof, whether or not incorporated or to be incorporated into the project.

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

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

The Bidder and any sub-contractor utilized by the Bidder shall be properly licensed under the federal, state, and municipal laws governing the respective trade in the area in which the project site is located. It is the policy of the County to encourage full and open competition among all available qualified Bidders. All Bidders regularly engaged in the type of work specified in the solicitation are encouraged to submit Bids. Bidders 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 Bidders 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 Bidder must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The Bidder must provide a copy of the primary County’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 Bidder agrees to comply with all antitrust laws of the United States and the State of Florida.

**B. Request for Additional Information**

1. Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the Bid opening date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the Bidder’s facsimile number.
2. Failure to acknowledge each Addendum may prevent the Bid from being considered for award. The Department of Procurement Services may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any Addenda issued. Where there appears to be a conflict

between this solicitation and any Addenda, the last Addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all Addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any Addenda have been issued.

**C. Contents of Solicitation and Bidders' Responsibilities**

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

**D. Restricted Discussions**

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

**E. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to Bid opening, a Bidder may change its Bid by submitting a new Bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid opening date.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the bid is withdrawn as provided herein. A Bid may be withdrawn, either physically or by written notice, at any time prior to the Bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the Bid opening date and time. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**F. Conflicts within the Solicitation**

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

**G. Prompt Payment Terms**

1. 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 Part VII, Chapter 218, Florida Statutes known as the Florida Prompt Payment Act.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**1.3 PREPARATION OF BIDS**

- A. The Bid Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form or alteration of the form may result in the rejection of the Bid.
- B. The Bid submitted must be legible. 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 Bidder's firm must sign the Bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if Bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

**1.4 CANCELLATION OF SOLICITATION**

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

**1.5 -AWARD**

- A. Award may be made to the lowest priced responsive and responsible Bidder. The County reserves the right to reject any and all Bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest. The County reserves the right to reject any and all Bids if it is determined that prices are excessive or undetermined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- B. The County reserves the right to negotiate prices with the low Bidder, provided that the scope of work is not amended.
- C. Award of this solicitation will only be made to Bidders that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine the capability of the Bidder to perform the requirements of this solicitation.
- D. The Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a Bidder that submitted a Bid under this solicitation.
- E. The Director of Procurement Services will decide all tie Bids with initial preference being given to the entity employing the most personnel residing within the County.

**1.6 PROTEST OF AWARD**

A Bidder wishing to protest any award decision resulting from this solicitation shall do so via written notice to the Director of the Procurement Services Department within the period that the contract award recommendation is posted on the County's procurement website. It is incumbent upon the Bidder to be aware of the posting of the award recommendation. Any protest received after the actual contract award date may be rejected.

**1.7 RULES, REGULATIONS AND LICENSES**

The contractor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The contractor shall be familiar with all federal, state and local laws that may affect the goods and/or services offered.

**1.8 RESPONSIBILITY AS EMPLOYER**

The employees of the contractor shall be considered to be at all times its employees, and not an employees or agents of the County or any of its departments. The contractor shall provide employees 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 shall wear proper identification.

**1.9 COLLUSION**

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

**1.10 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.11 PROPRIETARY/CONFIDENTIAL INFORMATION**

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

**1.12 CONTRACTING WITH COUNTY EMPLOYEES**

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

**1.13 INCURRED EXPENSES**

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

**1.14 STATE REGISTRATION REQUIREMENTS**

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

**1.15 PRIME CONTRACTOR**

The Bidder awarded the contract shall act as the Prime (General) Contractor for all required items and services and shall assume full responsibility for the provision of all management, supervision, financing, goods, products, materials, equipment, systems, labor, services, permits, licenses, construction machinery, water, heat, utilities, transportation and other facilities necessary for proper execution and completion of its scope of the Work in accordance with all of the terms and conditions of the contract. The contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. 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 contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. 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.

**1.16 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 any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**1.17 SITE INSPECTION/DOCUMENT EXAMINATION**

Bidders are required to visit the site to determine for themselves the actual existing conditions. Bidders shall coordinate site visits with the County. Submitting a Bid constitutes acknowledgement that the Bidders are relying on their own understanding of the existing conditions and how they affect the Work to be completed. Submission of a Bid constitutes acknowledgement that the Bidder has examined and is familiar with the Construction Documents. The County will conduct a site visit after the Mandatory Pre-Bid Conference.

**1.18 OBTAINING CONSTRUCTION DOCUMENTS** Bidding documents including bid specifications and plans may be purchased from the Copy Shop located at 2521 Dora Avenue, Tavares, Florida 32778. Telephone: 352.742.2679.

**Section 2.1: Purpose**

The Lake County Board of County Commissioners is soliciting competitive sealed Bids (offers) for driveway improvements at Fire Station 21 located at 25100 County Road 44A, Eustis, Florida.

**Section 2.2: Designated Contracting Officer**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted before the mandatory pre-bid meeting and at least seven (7) days before the closing date.

Susan Dugan, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800  
Phone: 352.343.9839  
Fax: 352.343.9473  
E-mail: [sdugan@lakecountyfl.gov](mailto:sdugan@lakecountyfl.gov)

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

**Section 2.3: Method of Award**

The Contract will be awarded to the lowest responsive and responsible Bidder, as determined to be in the best interest of Lake County. The County shall award the Bid in accordance with State Law and the Lake County Procurement Policy.

THE SUCCESSFUL BIDDER SHALL SIGN A CONTRACT WITH THE COUNTY BASED ON THE ATTACHED LAKE COUNTY AGREEMENT WHICH IS NOT NEGOTIABLE. SIGNATURE REQUIREMENTS SHALL BE THE SAME AS THOSE FOR SIGNING THE BID FORM.

**Section 2.4 Pre-Bid Conference/ Site Visits**

A pre-bid conference will be held on August 4, 2008, 9:00 a.m. in room 416 located at the Lake County Administration Building, 315 West Main Street, Office of Procurement Services, 4<sup>th</sup> Floor, Tavares, Florida, 32778, to discuss the special conditions and specifications included within this solicitation. Potential vendors are encouraged to attend this conference but it is not mandatory that a representative from a prospective vendor to attend this conference. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

**Section 2.5: Contract Term**

The Contractor shall accomplish final completion of its scope of the work on or before forty-five (45) calendar days from the Notice to Proceed.

**Section 2.6: Options to Renew and Associated Price Adjustment**

Not applicable to this solicitation

**Section 2.7: Payment**

Compensation shall be as outlined in attached contract Section 4.1.

**Section 2.8: Insurance**

The Contractor shall be required, at its sole expense, to provide and maintain insurance, as outlined in Section 7.3 of the attached contract, throughout the duration of the contract. The policy limits required are to be considered minimum amounts.

**Section 2.9: Bonding Requirements**

Not Applicable

**Section 2.10: Delivery Requirements/Liquidated Damages**

See specific requirements outlined within Section 6.13 of the attached contract document.

**Section 2.11: Acceptance of Work**

See specific requirements outlined within Section 6.13 of the attached contract document.

**Section 2.12: Warranty Requirements**

The Contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor 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 Contractor 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 Contractor shall correct it promptly after receipt of written notice from the County. The Contractor 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.

**Section 2.13: Preparation of Solicitation Response**

## 2.13.1 Delivery of Solicitation Responses

Unless a package is delivered by the Bidder in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-X, 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 Department of Procurement Services.

To be considered for award, a Bid must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

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

If you plan on submitting your Bid **IN PERSON**, please bring it to:

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

If you submit your Bid 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 by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
416 W. MAIN STREET  
TAVARES, FL 32778

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

## 2.13.2 Completion Requirements for Invitation to Bid (Construction)

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

When you submit your ITB, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you

make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the Bid proposal must initial the change. The Bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

The Bidder shall complete and submit the following forms provided in Section 4- Pricing/Certifications/Signatures with their response:

1. Bid Form

Allowances (if applicable):: Building permit impact fee, city water impact fee, and any other permit, impact fee, or government fee shall not be included in the Bid amount and should be shown as an allowance. These fees shall be paid by awarded contractor, at which time the County will provide direct reimbursement to contractor, dollar for dollar.

When unit prices are required, each Bidder shall give the required prices for each unit price affecting the contract work.

Each Bidder shall indicate the correct name on the signature page within Section 4 of this document. Bids by individuals shall be signed by the person bidding. Bids by a construction company with a sole owner shall be signed in the name of the company by the Owner of the company. Bids by partnership shall show the full name of all partners and shall be signed in the name of the partnership by one of the partners. Bids by corporations shall indicate the legal name of the corporation, followed by the name of the State of Incorporation and must be signed by the agent qualified to sign for the company. The signature of a person authorized as agent to bind any of the above will be acceptable provided the Bid is accompanied by a proper Power-of-Attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature. The officer signing the Bid shall be authorized by the corporation's charter to sign for and bind the corporation.

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

2. Acknowledgement of Addenda Form

3. Additional Certifications Form

4. Bidder's Personnel Form – Attach qualifications for the proposed Job Superintendent and Site Coordinator.

5. Reference Form which shall include the four most recent projects of a similar scope and nature constructed under the Bidder's present name.

6. Bid Bond: Not applicable for this solicitation

The Bidder shall also submit the following items:

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

#### **Section 2.14 Permits and Impact Fees**

Section 218.80 of the Florida Statutes requires the County to disclose required permits and fees. Such fees shall be listed on the bid form and the County will provide a direct reimbursement to the Contractor from its pay application. If the fees exceed the allowance, the Contractor shall submit a request for Change Order. The Contractor shall prepare and file documents required to obtain, and shall obtain, all necessary approvals and permits, including building permit(s), of all governmental authorities having jurisdiction over the Work; provided, however, that city water fees and any other permit or impact fee, government fee, or percolation testing for septic system shall be included in the contract amount as an allowance; and give all notices required of it by governmental authorities relating to the project.

The Bidder/Contractor is advised that the following special purpose permit and impact fee charges apply to this project in addition to the permits and fees applicable to construction activities in general:

Zoning Fees: \$100  
Permit Fees: None  
Impact Fees: None

### 3.0 Section 3, Scope

Construct driveway improvements for Fire Station 21 located at 25100 County Road 44A, Eustis, Florida per the "Area of Work" **only** as noted on the Final Construction Plans prepared by Moffatt & Nichol dated August 29, 2007, pages 1 -6.

Site usage is an active fire station and Contractor shall contact Jack Fillman, Lake County Department of Public Safety, (352) 343-9516, a minimum of two (2) weeks prior to the commencement of any construction activity. Contractor shall coordinate with the Department of Public Safety in developing a construction schedule.

Provide demolition, grading, and installation of new concrete as noted on the plans in the "Area of Work". Construct the concrete flume at the west side of the driveway (where the pad for the brush truck was provided, going into the pond). Include all of the grading work required -pond grading around the driveway, the small amount of grading between the driveway and the parking lot, and all the grading in the temporary construction easement on the south side of the driveway. The silt fence shown on Sheet 3 shall be utilized throughout the construction of the project.

Work shall be completed within forty-five (45) calendar days from notice to proceed.

Comply with the design as shown on the details sheet for jointing, joint seal, concrete flume construction and the concrete construction specifications show on the Concrete Construction, Curing, Testing and Jointing notes on the detail sheet. General notes on the Site Demolition sheet shall also apply to this project

Preserve and protect all existing vegetation and structures which does not unreasonably interfere with construction as determined by the County. Contractor shall be responsible for damage to existing structures and vegetation.

7th Avenue paving is being performed by Lake County under a paving contract and is **not** to be included in this work. That project is scheduled to begin by a different contractor approximately July 21, 2008.

The attached contract form provides specific terms and conditions applicable.

**BID FORM**

**ITB TITLE: FIRE STATION 21 DRIVEWAY IMPROVEMENTS - PHASE I**

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

**By Signing This Bid the Bidder Attests and Certifies That:**

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

This is a Lump Sum Bid.

**BASE BID** (as per contract documents)

(Words) \_\_\_\_\_

(Figures) \$ \_\_\_\_\_

Bidder’s Florida License Number: \_\_\_\_\_

<b>General Bidder Information and Proposal Signature:</b>	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No.	_____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
Signature:	_____ Date: _____
Print Name:	_____ Title: _____

Exceptions: \_\_\_\_\_

## ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

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

**Certification Regarding Felony Conviction**

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

**Conflict of Interest Disclosure Certification**

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

**BIDDER’S PERSONNEL FORM**

1. Number of Employees on the regular payroll of Bidder’s organization: \_\_\_\_\_
2. Name of proposed Job Superintendent: \_\_\_\_\_  
(Attach an outline of qualifications.)
3. Name of proposed Site Coordinator: \_\_\_\_\_  
(Attach an outline of qualifications.)
4. List each member of the organization who is proposed to supervise various parts of the work:  
(Attach an additional sheet if necessary.)

NAME	WORK TO BE SUPERVISED

5. List each member of the organization who holds appropriate trade licenses and is proposed to be responsible for installation and number of licenses. (Attach an additional sheet of necessary.)

NAME	Type of Trade License

**PROJECT REFERENCE FORM:**

#1 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#2 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#3 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date:

#4 Project Name:	Owner Name:
Entity Contact:	Contact Telephone:
Engineer/Architect	Engineer/Architect Telephone:
Date of Contract:	Contract Completion Date:
Comments:	Actual Completion Date: