LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 5 Effective Date: February 1, 2015	2. Contract No.: 11-0201 Effective Date: February 1, 2011
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Wagner 3 Ventures, Inc. 605 West Magnolia Leesburg, Florida 34748 Attn: Kenneth D. Wagner, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend for one (1) year expiring January 31, 2016.

8. Contractor's Signature **REQUIRED** Name: Kenneth Wagner Title: President Date: 9-3-14	9. Lake County, Florida By: _____ Procurement Services Division Manager 4 Sept 14 Date

10. Distribution:

Original - Bid No. 11-0201
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 4 Effective Date: 1 May 14	2. Contract No.: 11-0201 Effective Date: 1 Feb 11
3. Contracting Officer: B. Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Wagner 3 Ventures, Inc. 605 West Magnolia Leesburg, FL 34748 Attn: Mr. Kenneth D. Wagner, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Add the attached Exhibit C to the subject contract for the provision of a three compartment (men's/women's/family) restroom when such a configuration is determined to be essential by the user department.

8. Contractor's Signature **REQUIRED** Name: Ken Wagner Title: Pres Date: 4/28/14	9. Lake County, Florida By: _____ Procurement Services Manager 29 APR 14 Date

10. Distribution:

Original – Contract 11-0201
Copies - Contractor
Contracting Officer
Depts.: Public Resources, Parks and Trails

Wagner
commercial + industrial + green construction
352.787.5540

Exhibit C
Pricing Section

Item No.	Item Description	Unit	Unit Price
1	Pear Park-26701 US HWY 27 Leesburg FL 34748	Ea	$ 48,500.00
2	East Lake Communty Park-24809 Wallick Rd. Sorrento FL 32776	Ea	$ 48,500.00
3	Minneola Athletic Complex-1300 Fosgate Rd. Minneola FL 34715	Ea	$ 48,500.00
4	North Lake Community Park-40730 Roger Giles Rd. Umatilla FL 32784	Ea	$ 48,500.00
5	Pine Meadows Conservation Area-North of SR 44 and west of CR 44A Eustis FL 32736	Ea	$ 48,500.00
6	Mcdonald Canal Boat Ramp-CR 448A Mt. Dora FL 32757	Ea	$ 48,500.00
7	Lake Idamere Park-12335 CR 448 Tavares FL 32778	Ea	$ 48,500.00
8	Housing tanks or septic systems for waterborne or waterless men's, women's and family restroom. Vauct upgrade, precast concrete vauct for men's, women's, and family restroom	Ea	$ 16,200.00
9	EASI Brick finish	Ea	$ 900.00
10	Concrete broom finish	Ea	$ -
11	Exposed aggregate finish	Ea	$ 900.00
12	Barnboard finish	Ea	$ 900.00
13	Split block finish	Ea	$ 900.00
14	Skip-Trowel finish	Ea	$ 900.00
15	EASI Set Outback	Ea	$ -
16	Electrical package for men's, women's, and family restroom	Ea	$ 3,500.00
17	Plumbing Package for waterborne men's, women's, and family restroom	ea	$ 5,900.00

Wagner
commercial • industrial • green construction
352.787.5540

April 22, 2014

Lake County Parks & Rec
Re: Precast restroom

Per your request and consistent with the term and supply contract # 11-0201 attached please find our proposal for Exhibit C. Providing and installation of precast concrete restroom units with three (3) compartments approx: 10'6"x 24' (men's , women's, and family) at various county park facilities.

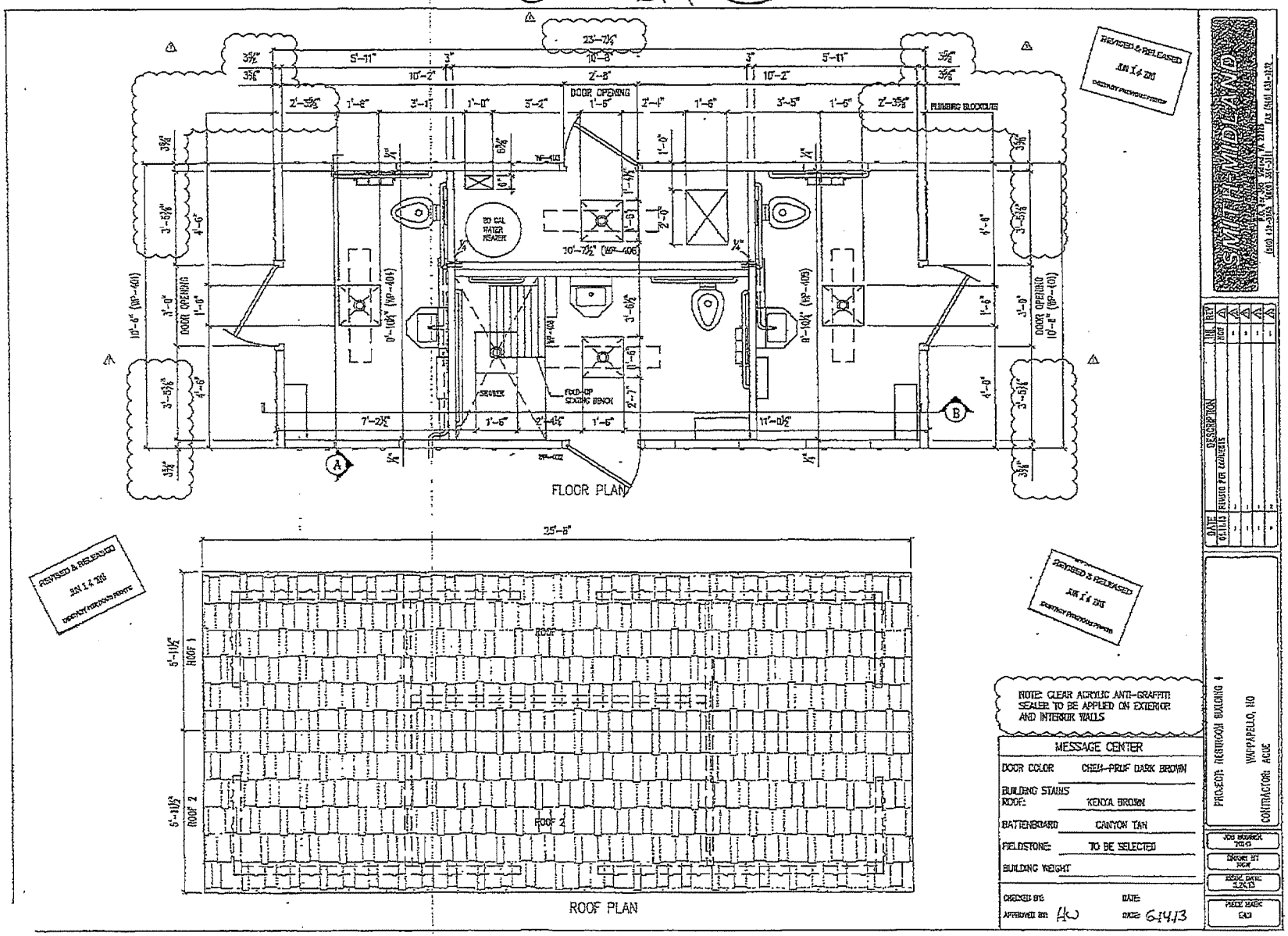
Our proposal is for a turn-key facility, ready and permitted for public use.

Each restroom will have two 24" X 12" Lexan smoke windows and the chase will have one 24" X 12" Lexan smoke window. Each restroom will have two aluminum fixed vents located in the upper and lower wall section respectfully. The restroom will have four painted galvanized 3'-6'-8" doors with locking hardware and door closure including raised threshold. Block-outs for the fixtures will be provided as required. Sealed drawings and calculations for Florida and UBC including ASCE 7-10 wind loading will be provided. This proposal also includes site prep, water, septic, and plumbing.

Thank you for this opportunity to continue working for Lake County,

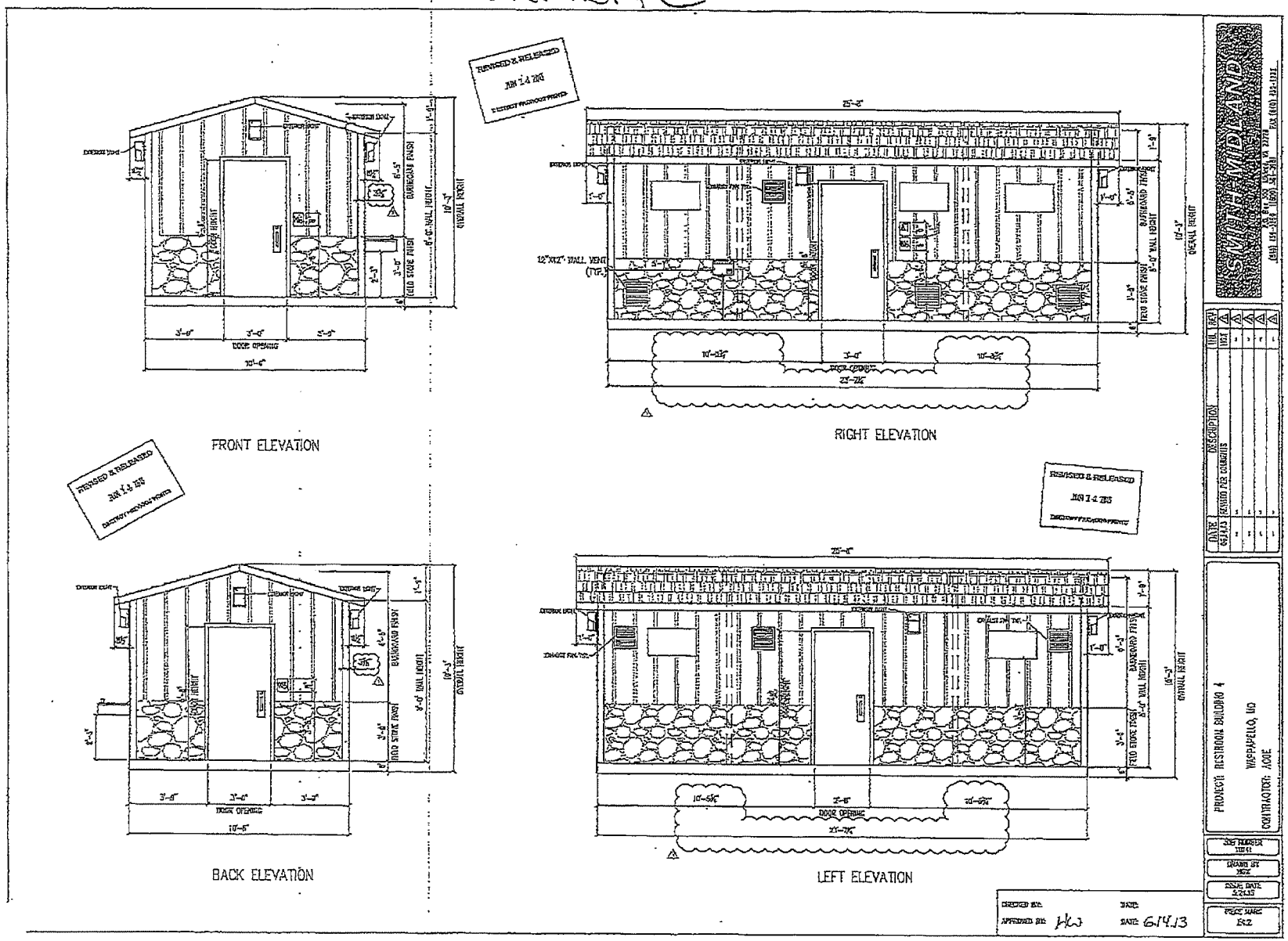
Ken Wagner, Pres.

Exhibit C



FLOOR PLAN
ROOF PLAN
DOOR OPENING
PLUMBING BLOCKOUTS
80 GAL WATER HEATER
SHOWER
FOLD-UP SEATING BENCH
ROOF 1
ROOF 2
REVISED & RELEASED JUN 14 2013
SMITH-MIDLAND
NOTE: CLEAR ACRYLIC ANTI-GRAFFITI SEALER TO BE APPLIED ON EXTERIOR AND INTERIOR WALLS
MESSAGE CENTER
DOOR COLOR CHEM-PROF DARK BROWN
BUILDING STAINS
ROOF: KENYA BROWN
BATTENBOARD CANYON TAN
FIELDSTONE: TO BE SELECTED
BUILDING WEIGHT
CHECKED BY:
DATE:
APPROVED BY: HW
DATE: 6.14.13
PROJECT: RESTROOM BUILDING 4
WAPPAPELLO, MO
CONTRACTOR: ACUE

Exhibit C


FRONT ELEVATION
RIGHT ELEVATION
BACK ELEVATION
LEFT ELEVATION
REVISED & RELEASED
JUN 14 2013
DISTRICT PROVINCE PRINTS
DOOR OPENING
OVERALL HEIGHT
BARNBOARD FINISH
FIELD STONE FINISH
12"X12" WALL VENT (TYP.)
SMITH-MIDLAND
PROJECT: RESTROOM BUILDING 4
WASPAPELLO, MD
CONTRACTOR: ACOE
DATE
DESCRIPTION
CHECKED BY:
APPROVED BY: HW
DATE: 6.14.13
PRICE MARK
E-2

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 3 Effective Date: February 1, 2014	2. Contract No.: 11-0201 Effective Date: February 1, 2011
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Wagner 3 Ventures, Inc. 605 West Magnolia Street Leesburg, Florida 34748 Attn: Kenneth D. Wagner, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend one (1) year expiring January 31, 2015.	
8. Contractor's Signature **REQUIRED** Name: Kenneth Wagner Title: Pres. Date: 2/12/14	9. Lake County, Florida By: _____ Procurement Services Manager 12 FEB 14 Date
10. Distribution: Original - Bid No. 11-0201 Copies - Contractor Contracting Officer	

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: February 21, 2013	2. Contract No.: 11-0201 Effective Date: February 1, 2011
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Wagner 3 Ventures, Inc. 605 West Magnolia Street Leesburg, Florida 34748 Attn: Kenneth D. Wagner, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Contract modification to extend services to January 31, 2014.

8. Contractor's Signature **REQUIRED** Name: Kenneth D. Wagner Title: Pr Date: 6/26/13	9. Lake County, Florida By: _____ Contracting Officer 27 Jun 13 Date

10. Distribution:

Original - Bid No. 11-0201
Copies - Contractor
Contracting Officer

LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: February 1, 2012	2. Contract No.: 11-0201 Effective Date: February 1, 2011
3. Contracting Officer: Barnett Schwartzman Telephone Number: (352) 343-9424	5. Contractor Name and Address: Wagner 3 Ventures, Inc. 605 West Magnolia Street Leesburg, Florida 34748 Attn: Kenneth D. Wagner, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend one (1) year expiring January 31, 2013.	
8. Contractor's Signature **REQUIRED** Name: Kenneth D Wagner Title: Pres. Date: 11/8/2011	9. Lake County, Florida By: _____ Procurement Services Division Manager 9/21/11 Date
10. Distribution: Original - Bid No. 11-0201 Copies - Contractor Contracting Officer	

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

WAGNER 3 VENTURES, INC.

FOR PROVIDE AND INSTALL PRE-CAST RESTROOMS

ITB 11-0201

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Wagner 3 Ventures, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB), #11-0201, seeking firms or individuals qualified to provide and install pre-cast restrooms; and

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

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

Article 1. Recitals

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

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide and install pre-cast restrooms on an as-ordered basis in conjunction with the COUNTY's needs, hereinafter referred to as the "Project".

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to install pre-cast restrooms in accordance with the Scope of Services and sample Construction Plans, all of which are attached hereto and incorporated herein as **Exhibit A**, as amended by Addendum #1, dated October 14, 2010, also contained within **Exhibit A.** It is understood that the Scope of Services may be modified by change order as actual construction of the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR's responsibilities under this Agreement. CONTRACTOR shall commence construction of each individual structure within ten (10) days of receipt of the Notice to Proceed for that individual structure and shall complete the construction within sixty (60) calendar days after the Notice to Proceed is issued. No additional days shall be granted for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on http://www.wunderground.com.

Should the CONTRACTOR fail to complete the work within the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to cancel the contract with CONTRACTOR and to secure the services of another contractor to complete the work. If COUNTY exercises this authority, COUNTY shall be responsible for reimbursing the contractor for work which was completed and found acceptable in accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

3.3 This Agreement shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee. The initial contract term shall remain in effect for one (1) year, and then the contract will remain in effect until completion of the express and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial contract term.

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 periods. Prior to completion of each exercised contract term, the COUNTY may consider an adjustment, either upward or downward, to price based on the specific request of the CONTRACTOR. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. Such request shall be based on changes in the Consumer Price Index. The CONTRACTOR's written request for adjustment must be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR's 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 CONTRACTOR, the COUNTY will assume the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. This

prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits.

3.5 The CONTRACTOR shall remain appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement. CONTRACTOR's License number is CGC 015691.

3.6 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the work. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.7 In the event of any conflict between the drawings and specifications contained within this Agreement, the following shall govern:

A. Addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

B. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the project as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

Article 4. Payment

4.1 The COUNTY shall provide a single payment for each individual restroom ordered under the Agreement upon delivery, installation and final acceptance of that facility in all regards. The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder, in accordance with the Pricing Section, attached hereto and incorporated herein as **Exhibit B**. These prices include all applicable taxes, materials, labor, supervision, management and overhead, unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request.

4.2 A fully documented invoice shall be submitted in duplicate to the COUNTY user department that requested the units through a purchase order, at P.O. Box 7800, Tavares, Florida 32778. All invoices shall contain the bid number, date and location of delivery or service, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated.

In addition to the general invoice requirements set forth above, each invoice shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It is hereby understood that such invoices shall not be authorized for payment until such time as a COUNTY representative has inspected and approved the units. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services, or materials.

4.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY's Project Manager.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete project which defines the scope of services. 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 performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

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

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged

from the project and shall not again be employed on the project without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project as his agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all project activities, establish and maintain installation schedules, and provide the Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

6.4 Subcontractors.

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractor and of persons either directly or indirectly employed by them.

C. All subcontractors shall have at least one supervisor/foreman on the job site that shall speak and understand English for so long as the subcontractor is working on the job site.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.

E. Releases of liens from subcontractors shall be required before final payment will be released.

6.5 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents.

6.6 Emergencies.

A. The CONTRACTOR shall have a responsible person available at or reasonably near the work site 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 handle any problem that might arise. The CONTRACTOR shall submit to the COUNTY'S Project Manager, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the project location.

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

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry or local government standards. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as the OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

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

D. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as danger signs, a construction fence, and other warnings against hazardous conditions. Barricades shall be provided by the CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the COUNTY.

E. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project site. Should the CONTRACTOR fail to maintain a clean and safe site, the COUNTY shall retain the right to clean up and deduct the cost of such from the contract price.

F. CONTRACTOR shall confine all equipment, materials and operations to the project site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

G. The CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets. Any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY shall share no responsibility with these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY with a description and location of the condition.

6.8 General Inspection Requirements.

A. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

B. If, during or prior to construction operations, the COUNTY 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 COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the

CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR written notice of the defect. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of work of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

E. When the United States Government or the State of Florida is to pay a portion of the cost of construction, 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.

6.9 Project Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project shall be new, unused, warranted for their merchantability, of recent manufacture, and suitable for its intended purpose. In the event any of the materials supplied to the COUNTY by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the Agreement cancelled; or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until

incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the COUNTY.

6.10 Time for Completion and Extensions.

A. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

C. If the CONTRACTOR complies with the twenty-four (24) hours notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.11 Changes in the Scope of Services.

A. Without invalidating the contract, the COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the services and the contract price or time may be adjusted accordingly. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR, shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

6.12 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. Written supporting data shall be submitted to the COUNTY within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or the CONTRACTOR shall be deemed to have waived the

claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

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

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in the County or Circuit Court sitting in Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) business days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C)(2) above.

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

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS**. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.13 Acceptance of the Work and Final Payment.

A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. Final Acceptance. When the Project or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar ($80.00) inspection fee shall be applied for the second inspection and any required re-inspection. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under the contract has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Waiver of Claims. The CONTRACTOR's acceptance of final payment **shall** constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. Termination of Contractor's Responsibilities. The contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR 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 COUNTY.

6.14 Warranties. All warranties shall begin on the date of the COUNTY'S acceptance. 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 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 the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. Type of Warranty Coverage Required. In addition to all other warranties that may be supplied by CONTRACTOR, the CONTRACTOR shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the COUNTY. This warranty requirement shall remain in force for the full one (1) year period regardless of whether the CONTRACTOR is under contract with the COUNTY at the time of defect. Any payment by the COUNTY on behalf of the goods or services received from the CONTRACTOR does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty. The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

Article 7. Special Terms and Conditions

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

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

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

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

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

7.3 Insurance. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, 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 CONTRACTOR 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 CONTRACTOR under the terms and provisions of the Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

(i) 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

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

Combined Single Limit	$1,000,000

(iii) 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.

(iv) Employers Liability with the following minimum limits and coverage:

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

(v) 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.

(vi) 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 all applicable policies.

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

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

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

(x) 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

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

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

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

(xiv) 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.

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

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

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

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda,

notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

7.10 Traffic Control. If required, CONTRACTOR shall be responsible for putting up and maintaining sufficient lights at night that meet the approval of the COUNTY; take proper precautions to guard against damage or injury to persons or property; keep streets and driveways open to traffic, at all times, during construction except when specific permission is granted by the proper authority for temporary closing.

7.11 Additional Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that COUNTY facilities beyond those listed in the Agreement may be added at the option of the COUNTY. When required by the pricing structure of this Agreement, CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, the additional work will be awarded and added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other contractors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY's discretion.

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

applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work 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.

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

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

7.14 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.

7.15 Business Hours of Operation. No work shall be done on Saturday, Sunday or on any days between the hours of 5:00 p.m. and 8:00 a.m. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the COUNTY. No overtime work shall be started without prior approval of the COUNTY Project Manager.

7.16 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.17 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

Article 8. Miscellaneous Provisions

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

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

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

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

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

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

8.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against

CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. 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 CONSULTANT shall wear proper identification.

8.10 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.

8.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR 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.

8.13 The CONTRACTOR 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.

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

8.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have

been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Kenneth D. Wagner
President
605 West Magnolia Street
Leesburg, Florida 34748

If to COUNTY:

County Manager
County Administration Building, Suite 308
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

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

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

Exhibit A: Scope of Services, sample Construction Plans, and Addendum # 1
Exhibit B: Pricing Section

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 13 day of December, 2010, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

WAGNER 3 VENTURES, INC.

Kenneth D. Wagner
Name: Kenneth D. Wagner
Title: Pres.

This 13th day of DECEMBER, 2010.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Jennifer Hill, Chair

This 4 day of Jan, 2011.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

EXHIBIT A
SCOPE OF SERVICES

Pre-Cast Pre-Assembled Concrete Transportable Restroom Buildings for Lake County Parks
Waterborne or Waterless Structures

The awarded contractor shall provide, furnish, and install precast concrete transportable building(s) as individually ordered by the County. The building shall be delivered and placed on a contractor-provided stone foundation in full accordance with manufacturer's recommendations. The building is to be provided to the contractor by the manufacturer, in conformance with the manufacturer's structural requirements, with all necessary openings specified by contractor.

All work under the contract shall be performed in conformance with all aspects of this Scope of Services.

1. Quality Assurance/ Vendor Qualifications:

ACI-318-93, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".

ANSI/ASCE-7-93 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".

2007 Florida Building Code

UL-752 (test method level 4) for bullet resistance certified by an independent structural engineer.

Florida Department of Community Affairs, DCA-Approved Structures

Building fabricator must have a minimum of 2 years experience manufacturing and setting precast concrete transportable buildings.

Manufacturer is to be NPCA (National Precast Concrete Association) Certified.

2. Design Requirements:

Design Loads:

Seismic load performance category 'C'
Standard Live Roof Load – 60 PSF
Standard Floor Load – 250 PSF
Standard Wind Loading – 130 MPH

Caulking:

All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion. Back of joint to be taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.

Roof:

The roof shall extend a minimum of 2 ½" beyond the wall panel on each side and have a turndown design which extends ¾" below the top edge of the wall panels to prevent water migration into the building along top of wall panels.
Roof, floor and wall panels must each be produced as single component monolithic panels. No roof, floor, or vertical wall joints will be allowed, except at corners. Wall panels shall be set on top of floor panel.
Floor panel must have ½" step-down, around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

Professional Drawings:

Engineering calculations/drawings that are designed and sealed by a professional engineer, licensed to practice in the State of Florida, shall be submitted for approval along with this solicitation.

3. Material Specifications

Concrete:

Steel-reinforced, 5000 PSI minimum 28-day compressive strength, air-entrained (ASTM C260).

Reinforcing Steel:

ASTM A615, grade 60 unless otherwise specified.
Post-tensioning Strand: 41K Polystrand CP50, .50, 270 KSI, 7-wire strand, enclosed within a greased plastic sheath, (ASTM A416). Roof and floor each to be post-tensioned by a single, continuous tendon. Said tendon shall form a substantially rectangular configuration having gently curving corners wherein the positioning of the cable member results in a pattern of one or more loops and a bisecting of the loop(s). The cable member starts from one corner of the concrete building panel, forms a gentle perimeter loop(s) returning to a point where the cable member entered the concrete building panel. The tendon then turns 90 degrees and follows the cable member(s) to a point midway along the "Y" axis of the concrete building panel and then turns 90 degrees along the "X" axis of the concrete building panel. This bisects the concrete building panel and crosses the opposite parallel portion of the cable member and exits from an adjacent side of the concrete building panel.

If post-tensioning is not used in the roof panel, the following guidelines must be followed to ensure a watertight roof design:

1. The entire precast concrete roof panel surface must be cleaned and primed with a material that prepares the concrete surface for proper adherence to the coating material.
2. The entire precast concrete roof panel surface shall be sealed with a paint sealer of acrylic concrete stain: H&C concrete stain by Sherwin Williams.

Caulking:

All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion. Back of joint to be taped with bond breaking tape to ensure adhesion of caulk to parallel sides of joint and not the back.

Vents:

Two screened aluminum vents to be installed in rear wall. One vent to be installed in each side wall. Vents shall be SUNVENT model FL 18" x 18", or equal.

Panel Connections:

All panels shall be securely fastened together with ¼" thick steel brackets. Steel is to be of structural quality, hot-rolled carbon complying with ASTM A283, Grade C and hot dipped galvanized after fabrication. All panel fasteners are to be cast-in anchors used for panel connections to be Dayton-Superior #F-63, or equal. All inserts for corner connections must be fastened directly to form before casting panels. No floating-in of connection inserts shall be allowed. Embedded plates are to be field welded for final connection using weld size of 1/16" and weld length 4".

4. Doors and Door Accessories

The buildings shall be equipped with Ceco Door Omega Design or equal, (3) 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated with left hand reverse metal doors with 16-gauge galvanized frames. Doors and frames shall be bonderized painted one coat of rust inhibitive primer and one finish coat of enamel paint; color to be Gray unless specified otherwise by owner.

Door Hardware:

Hinges: Hager nrp/26d 4½" x 4½" (chrome-plated with non-removable hinge pins), 3 per door, or equal.

Lock Set: PDQ Industries kr116-26d (stainless steel finish) GT165PHL, or equal.

Surface Bolt, Upper: Rockwood 580-8 or equal.

Interior Pull Plates: Astragal: Ceco a4451/68RH or equal.

Threshold:

Pemco S2005AV 36" raised interior, extruded aluminum threshold with neoprene seal or equal.

Door Closer:

Norton 8501 door closer or equal.

Door Holder:

Glynn-Johnson 904H US32D (stainless steel finish), overhead slide type surface mounted door holder, or equal.

Drip Cap:

Pempco 346C or equal.

Door Stop:

Rockwood 409b32d (inactive leaf only) or equal.

5. Toilet and Bath Accessories

Grab Bars (must comply with ADA code 4.26.2):

Bobrick B-6806, 1-1/2" grab bar or equal (satin finish)

Toilet Tissue Dispensers:

Royce Rolls Ringer Co. TP-2 Tissue Dispenser or equal (1 per toilet unit).

Paper Towel Dispenser and Waste Receptacle:

Royce Rolls Ringer Co. L-System or equal. L-System includes stainless steel folded towel dispenser 13" x 11-1/4" x 5", large stainless steel waste bin 32" x 16" x 8", and stainless steel wall panel 16" x 56".

Soap/ Sanitary Lotion Dispenser

6. Plumbing

All fixtures shall be wall mounted and installed with carrier system with piping through the wall into the chase area. Plumbing, drain, waste, and vent piping shall be schedule 40 PVC. Water lines shall be PVC Type. All piping shall be run to an agreed upon location within the chase for connection on site by others. The piping will be sloped toward the hose bib for winterizing or drain down the building. An air compression nozzle shall be added to the pipe line for the final blow out of the lines. All accessories are surface mounted. A penetration will be provided in the chase floor for entrance of plumbing utilities.

7. Restroom Fixtures

Water Closet:

Contractor to provide all stainless steel fixtures and submit catalog cuts for approval. Water closet to be installed with Sloan 111 toilet flush valve or equal. Provide all necessary fittings, piping, hardware, escutcheons, etc. to provide a complete job.

Urinal:

Contractor to provide all stainless steel fixtures and submit catalog cuts for approval. Urinal to be installed with Sloan Regal model 186 flush valve or equal. Provide all necessary fittings, piping, hardware, escutcheons, etc. to provide a complete job.

ADA Lavatory (comply with ADA barrier-free requirements):

Contractor to provide all stainless steel fixtures and submit catalog cuts for approval. ADA Lavatory to be installed with DEA Touch and Flow faucet 25-TV105 or equal. Provide all necessary fittings, piping, hardware, escutcheons, etc. to provide a complete job.

Lighting Unit:

Sola-Tube: 160 DS-DI-FF6-E1600-L1

Recessed Fire Extinguisher Cabinet

8. Holding Tanks

Holding Tanks for Waterborne Restroom Building Locations:

Norwesco Item# 42296 or equivalent, 1,500 gallon pump storage tank to include at least two (2) risers, one (1) ring to affix risers and one (1) cover for risers. Installation and connection are to be included with price.

Holding Tanks for Waterless Restroom Building Locations:

Precast concrete vault for Unisex restroom (single vault system). Price to include precast concrete vault tank, changes to plumbing as necessary and installation & connection. Waterless restrooms do not include lavatories, urinal or hose bib.

Two (2) precast concrete vaults for men's & women's restroom (double vault system). Price to include precast concrete vault tank, changes to plumbing as necessary and installation & connection. Waterless restrooms do not include lavatories, urinal or hose bib.

9. Electrical

Exterior Lighting:

Provide and install one (1) RAB WPTS70 or equal tall pack with photocell over chase door for exterior lighting with wall switch inside of the center chase area.

Interior Lighting:

Provide and install five (5) Sinkar OV450 or equal 48" twin lamp fixtures with wall switches, two (2) per restroom and one (1) in mechanical chase. Provide fixtures with 48" twin 40W fluorescent lamps.

Electrical Power:

100 amp panel with circuit breakers.

10. Finishes

Interior of Building:

Smooth steel form finish on all interior panel surfaces. Paint color to be selected by Lake County representative.

Exterior of Building

Broom, EASI-Brick, Exposed Aggregate, Barnboard, Split Block, Skip Trowel. Contractor to submit color chart for finish paint color.

11. Site Preparation Requirements

Building shall bear fully on a crushed stone base that is at least one foot larger than the length and width of the building.

Stone shall be a minimum of 4" thick or down to firm subgrade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded to level within ¼" in both directions. Stone shall be

placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone until the building is set.

The crushed stone shall be kept within the confines of the soil or perimeter form. Do not allow the base to become unconfined so that it may wash, erode or otherwise be undetermined.

Provide positive drainage for the fill, pad or slab as required.

12. Delivery of Precast Building

Contractor must provide level unobstructed area large enough for crane and tractor-trailer to park adjacent to pad. Crane must be able to place outriggers within 5'-0" of edge of pad truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad.

13. Estimated Permit Fees for the Proposed Work Stated Above.

For each pre-fabricated (modular) building, the fees are estimated at the following levels presuming each installation falls under County jurisdiction.

Building $313.00 (Oct 1 - $322.39)
Electric $75.00
Plumbing $75.00
Mechanical $75.00
OTF/Trust $0.01 cent per total square foot. (Oct 1 – OTF = 1.5% of permitting fee w/minimum $2.00; Trust = one half cent per total square foot)
Impact Fees Not applicable

The Building Services Division will need plans for review before issuing permits. This process is more than a one day turn around. For questions regarding building permits please contact Building Services Division at (352) 343-9653.

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
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www.lakegovernment.com

ADDENDUM NO. 1

Date: December 8, 2010

BID / RFP No. 10-0201

Provide and Install Pre-Cast Concrete Restrooms

The purpose of this addendum is to provide a summary of the information provided during the course of the pre-bid meeting, and answers to questions submitted after the pre-bid meeting. The list of firms attending the pre-bid meeting has already been posted to the Lake County procurement website. Please note that there is no change to the Invitation to Bid (ITB) other than any change specifically noted below. **The date for receipt of bids remains unchanged.**

Summarized Questions and Answers Addressed at the Pre-Bid conference:

1. It was confirmed that all power and water requirements addressed by the ITB were those internal to the restrooms to be provided. Bringing water and power to an installed restroom or restroom location was confirmed to be outside of the scope of the ITB.

2. There were a number of inquiries regarding potential supplemental or complicating site requirements such as sidewalk effort, unusual site conditions, or choice of specific locations within a specific park. It was confirmed that rest rooms would be located to ensure accessibility and maintainability, and that any initially selected location could be re-considered when warranted by specific compelling circumstance. Vendors were also advised that any additional incidental effort (such as sidewalks) or exceptional site conditions (such unusual soil compaction requirements or site accessibility issues) applicable to a specific installation could be separately negotiated as part of a specific site project. Given that, vendors were advised to bid to normal site conditions and normal installation effort within the stated scope of the ITB. It was stated that a provision would be added to the ITB to formalize this direction. That additional provision is included in the "changes" section of this addendum.

3. It was confirmed that provision and installation of a septic system beyond the stated scope and current pricing items of the ITB would not be required of the vendors responding to the ITB.

4. It was confirmed that the awarded contractor would be responsible for all testing required in conjunction with the project effort.

5. It was confirmed that site plan fees were to be paid by the awarded contractor, and that the County would advise all bidders of the costs associated with site plan fees. That information is provided in the "changes" section of this addendum.

6. It was confirmed that award would be based on low aggregate price with initial emphasis placed on the base item totals, but with all pricing considered.

7. It was confirmed that funding for the nine locations cited in the ITB would be available during the life of the contract resulting from the ITB. The "term and supply" nature of the ITB was confirmed, and vendors were advised that the ITB and awarded contract would allow for additional locations to be added to the contract during the full term of the contract.

8. It was confirmed that there would be a public bid opening and that bid results would be posted to the County procurement website as soon as possible after the bid opening.

Answers to Questions Received After Pre-Bid conference:

1. A vendor recommended a revision to ITB Section 2, paragraph 3 specifications addressing "Reinforcing Steel". That revision has been accepted and is described in the "Changes to the ITB" noted below.
2. A vendor asked "Page 16 of the RFP requests PE engineered drawings be submitted with the solicitation. Can these be copies, and not originals?" The response is "yes".

Changes to the ITB:

1. The following statement is added as Paragraph 14 to Section 2 (Statement of Work) of the ITB:

Other Site-Specific Requirements:

Any additional incidental requirements (such as sidewalks) or exceptional site conditions (such as unusual soil compaction requirements or site accessibility issues) may be separately addressed and negotiated as part of any specific site project. All such negotiations shall occur prior to commencement of work. All pricing for such supplemental effort shall be included as a separate item or items on the purchase order issued for the specific location. Absent such negotiations, or inclusion of such items on

the site specific purchase order, the applicable unit pricing within the contract will constitute the sole remuneration to the contractor for any given project effort.

2. Paragraph 13 of Section 2 (Statement of Work) of the ITB is amended to include:

Site Plan fee: up to $ 1,000 depending upon specific site conditions and requirements. As this fee may vary significantly by site, the contractor will be reimbursed for the actual direct cost of this fee per site. All other fees listed in this section are to be included in the unit pricing included within the pricing section of this solicitation.

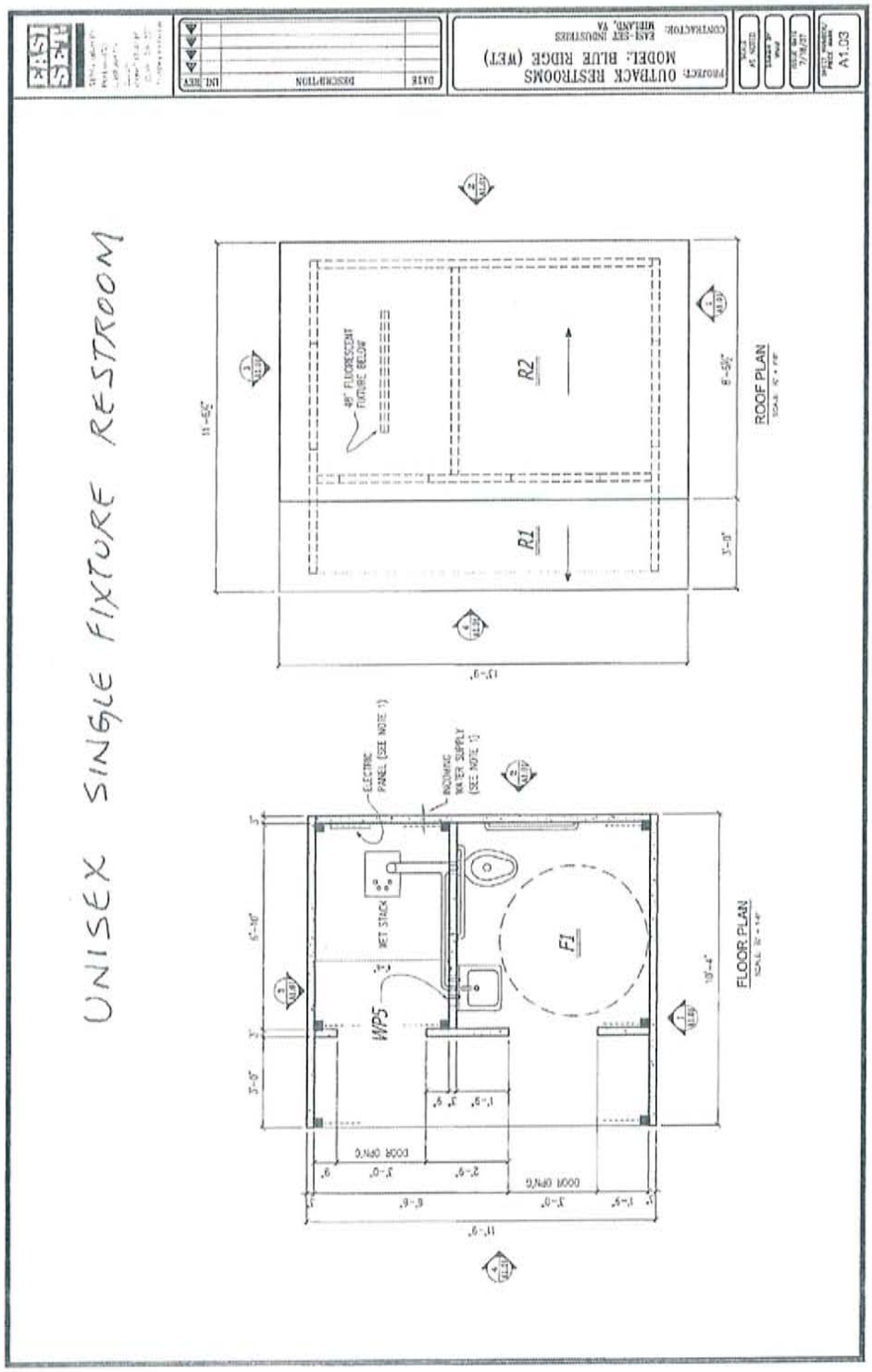
3. Replace the current statement under sub-paragraph 2 of the "Reinforcing Steel" portion of Paragraph 3 (Material Specifications) of Section 2 (Statement of Work) with the following:

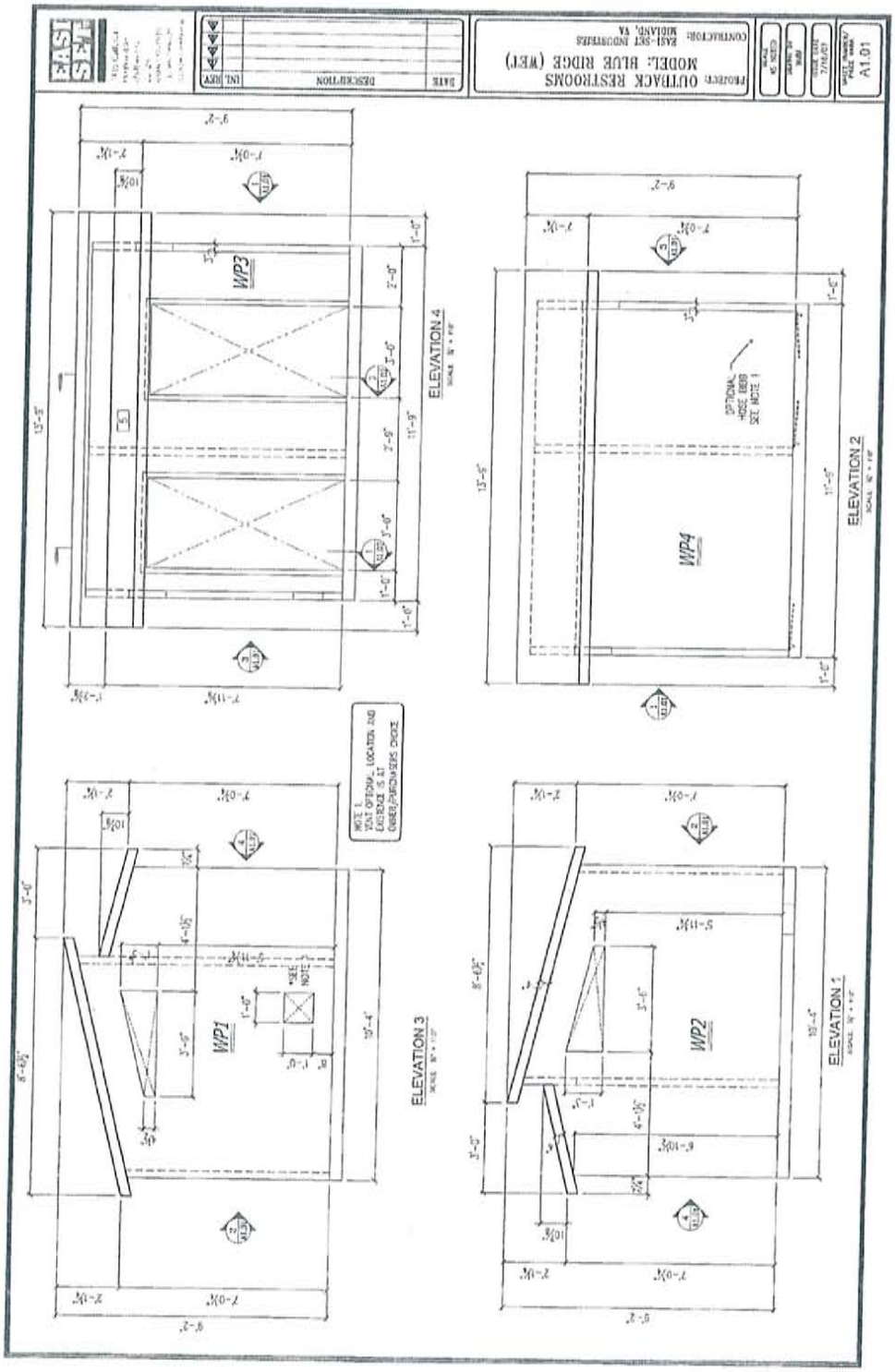
" The entire precast concrete roof panel surface shall be sealed with a .045 EPDM continuous membrane cemented to the concrete with a compound designed for this purpose."

Firm Name: _____ Date: _____

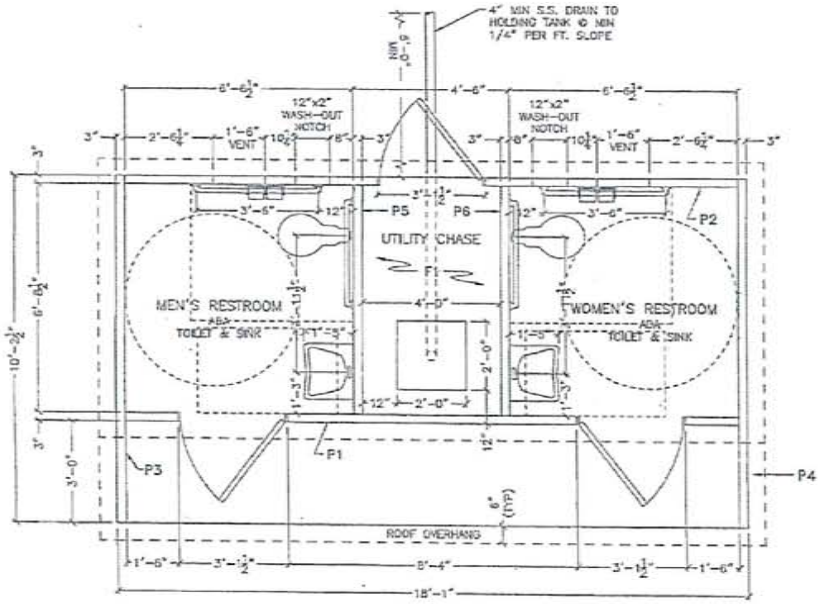
Signature: _____ Title: _____

Typed/Printed Name: _____


UNISEX SINGLE FIXTURE RESTROOM
PROJECT: OUTBACK RESTROOMS
MODEL: BLUE RIDGE (WET)
CONTRACTOR: EAST-SKY INDUSTRIES
MIDLAND, VA
A1.03
ROOF PLAN
FLOOR PLAN
R1
R2
F1
WPS
WET STACK
ELECTRIC PANEL (SEE NOTE 1)
INCOMING WATER SUPPLY (SEE NOTE 1)
48" FLUORESCENT FIXTURE BELOW
DOOR OPNG
DOOR OPNG


OUTBACK RESTROOMS
MODEL: BLUE RIDGE (WET)
A1.01
ELEVATION 1
ELEVATION 2
ELEVATION 3
ELEVATION 4
WP1
WP2
WP3
WP4

SINGLE FIXTURE MEN'S & WOMEN'S RESTROOM



FLOOR PLAN
SCALE: 3/8"=1'-0"

FRONT ELEVATION
SCALE: 3/8"=1'-0"
RIGHT ELEVATION
SCALE: 3/8"=1'-0"
LEFT ELEVATION
SCALE: 3/8"=1'-0"
SOLATUBE
LIGHTING UNIT
(TYP)

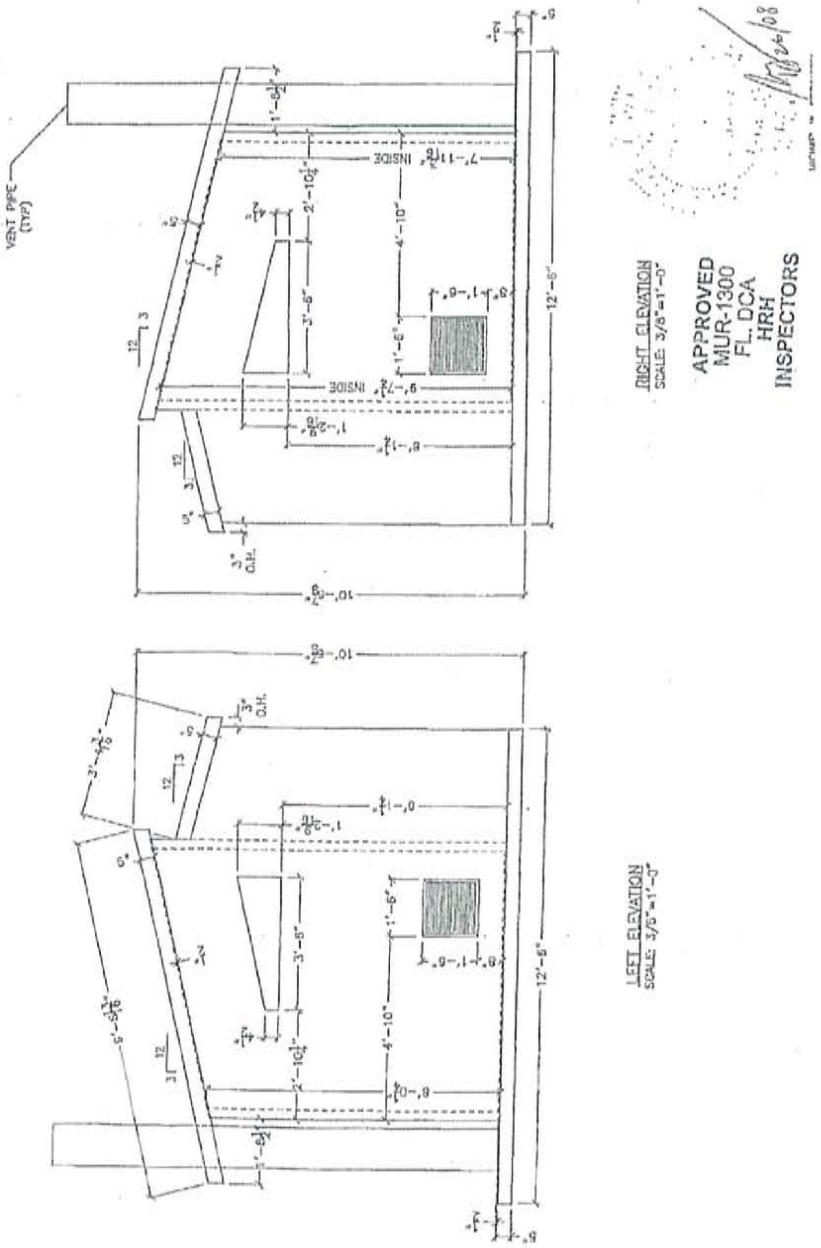

VENT PIPE (TYP)
INSIDE
INSIDE
3" O.H.
RIGHT ELEVATION
SCALE 3/8"=1'-0"
LEFT ELEVATION
SCALE 3/8"=1'-0"
APPROVED
MUR-1300
FL. DCA
HRH
INSPECTORS

EXHIBIT B
PRICING SECTION

ITB Number: 11-0201

PRICING SECTION

A. BASE PRICING ITEMS:

Item No.	Item Description for Single Fixture Unisex Restroom	Unit	Unit Price
1	Johns Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Each	30,140.00
2	Arnold Brothers Boat Ramp 15945 SR 19, Groveland, FL	Each	30,140.00
3	Lake Jem Park & Boat Ramp 16141 C.R. 448, Tavares FL 32778	Each	30,140.00
4	Marsh Park & Boat Ramp 36545 Yale Retreat Road, Eustis FL 32727	Each	30,140.00
5	Pasture Reserve 5144 Lake Erie Road, Groveland, FL	Each	30,140.00
6	Ellis Acres Reserve 25302 CR 42, Paisley, FL	Each	30,140.00
7	Lake May reserve (no address)- A* keys: 3672046, 3396162, 1109213, 3P70979, 1039908	Each	30,140.00
8	Astatula Boat Ramp 12703 Florida Avenue, Astatula, FL	Each	30,140.00
9	Palatlakaha River Park & Boat Ramp 12325 Hull Road, Clermont FL 34788	Each	30,140.00 second
		SECTION 1 TOTAL : $	271,260.00

Item No.	Item Description for Single Fixture Men's & Women's Restroom	Unit	Unit Price
10	Johns Lake Boat Ramp 13620 Lake Blvd, Winter Garden, FL	Each	36,080.00
11	Arnold Brothers Boat Ramp 15945 SR 19, Groveland, FL	Each	36,080.00
12	Lake Jem Park & Boat Ramp 16141 C.R. 448, Tavares FL 32778	Each	36,080.00
13	Marsh Park & Boat Ramp 36545 Yale Retreat Road, Eustis FL 32727	Each	36,080.00
14	Pasture Reserve 5144 Lake Erie Road, Groveland, FL	Each	36,080.00
15	Ellis Acres Reserve 25302 CR 42, Paisley, FL	Each	36,080.00
16	Lake May reserve (no address)- A* keys: 3672046, 3396162, 1109213, 3P70979, 1039908	Each	36,080.00
17	Astatula Boat Ramp 12703 Florida Avenue, Astatula, FL	Each	36,080.00
18	Palatlakaha River Park & Boat Ramp 12325 Hull Road, Clermont FL 34788	Each	36,080.00
		SECTION 2 TOTAL: $	324,720.00

B. SITE-SPECIFIC SUPPLEMENTAL PRICING ITEMS:

Line No.	Item Description for Optional Holding Tanks	Unit	Unit Price
19	Holding tanks for waterborne restroom building. Norwesco or equivalent, 1500 gallon pump storage tank (price to include installation, connection)	Each	3790.00
20	Holding Tanks for Waterless Unisex Restroom Building. Waterless single vault upgrade, precast concrete vault for single fixture unisex restroom.	Each	6,670.00
21	Holding Tanks for Waterless Men's and Women's Restroom Building. Waterless double vault upgrade, precast concrete vault for single fixture men's & women' s restroom.	Each	12,910.00

Line No.	Optional Exterior Finishes for a Unisex Restroom	Unit	Unit Price
22	EASI-Brick Finish	Each	535.00
23	Concrete Broom Finish	Each	-0-
24	Exposed Aggregate	Each	535.00
25	Barnboard	Each	320.00
26	Split Block	Each	320.00
27	Skip-Trowel	Each	695.00

Line No.	Optional Exterior Finishes for a Men's & Women's Restroom	Unit	Unit Price
28	EASI-Brick Finish	Each	535.00
29	Concrete Broom Finish	Each	-0-
30	Exposed Aggregate	Each	535.00
31	Barnboard	Each	320.00
32	Split Block	Each	320.00
33	Skip-Trowel	Each	695.00
34	EASI-Set Outback	Each	-0-

Line No.	Optional Electrical and Plumbing Packages	Unit	Unit Price
35	Electrical package for Men's & Women's restroom	Each	1695.00
36	Electrical package for Unisex restroom	Each	1495.00
37	Plumbing package for waterborne Men's & Women's restroom	Each	4940.00
38	Plumbing package for waterborne Unisex restroom	Each	2995.00