LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

Right of Way Shoulder Rehabilitation

ITB Number:	14-0035	**Contracting Officer:**	Susan Dugan
Bid Due Date:	~~August 27, 2014~~ Sept. 10, 2014	**Pre-Bid Conf. Date:**	August 19, 2014 @ 10:00 a.m.
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	August 4, 2024

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	Section 1.6
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Section 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.14). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

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

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Merrell's Grade-All, Inc. **Phone Number:** (407) 892-4700

E-mail Address: dustypages@aol.com **Contact Person:** John Palmer (407) 342-1330
Merrell Palmer (407) 729-3897

LAKE COUNTY
FLORIDA

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

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

ADDENDUM NO. 1
August 25, 2014
ITB No. 14-0035
Right-of-Way Shoulder Rehabilitation

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

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

The purpose of this addendum is to add and clarify the following items:

1. Section 2.1 Statement of Work, Scope of Services
   All measurements provided are estimates. Vendors are strongly encouraged to perform a site visit to each location to verify the measurements.

   County Road 473
   There are nine segments along both sides of CR 473 (5036) totaling 11,856 linear feet between Fountain Lake Boulevard (5038) and CR 44.

2. Section 2.2.3, Statement of Work, Compaction
   All areas that have either been excavated or filled shall be compacted to not less than **ninety five percent (95%)** of the maximum unit weight as determined by using the Modified Proctor Compaction test method T-180 per the American Association of State Highway and Transportation Officials (AASHTO).

3. Section 2.2.4, Statement of Work, Sod
   The vendor shall use pallet cut sod only. Rolls of sod will not be accepted.

4. Section 2.2.7, Statement of Work, Pre-Construction Video
   The vendor shall include as much detail as possible for the pre-construction video.

5. What is the estimated budget?
   The estimated budget for this work is $213,000.

6. What are the quantities/split repair or utility strips?
   The quantities are provided in Section 2.1, Statement of Work, Scope of Services, which list the estimated quantities per road. The vendor is strongly encouraged to perform a site visit to verify the measurements to

provide an accurate estimate.

7. Prices per lineal foot or ?
   The pricing section includes a column for the unit price per linear foot. The price per linear foot may vary based on the road. The discounted price shall be the total price per road to complete the work as outlined in the Scope of Services. Award recommendations will be made based on the discounted price per road/project.

8. How do I know how much repair is required for each road listed?
   The vendor is strongly encouraged to perform a site visit to verify the measurements and necessary work required to complete the work according to the specifications outlined in the Scope of Services.

Firm Name: Merrell's Grade All, Inc. Date: 8/25/14

Signature: _____ Title: President

Typed/Printed Name: Merrell Palmer

LAKE COUNTY
FLORIDA

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

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

ADDENDUM NO. 2
August 26, 2014
ITB No. 14-0035
Right-of-Way Shoulder Rehabilitation

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

This addendum changes the date for receipt of bids from August 27, 2014, 3:00 p.m. to September 10, 2014, 3:00 p.m.

The purpose of this addendum is to add and clarify the following items:

1. Section 2.1 Statement of Work, Scope of Services
   All measurements provided are estimates. Vendors are strongly encouraged to perform a site visit to each location to verify the measurements.

   County Road 561:
   Both sides of CR 561 (0634) totaling 5,250 linear feet between Bronson Road (1038) and 12404 CR 561 (0634).

   In addition to the shoulder rehabilitation of the entire painted area referenced above, the vendor shall cut down the high shoulders and install a swale on the south side of CR 561 for an approximate distance of 1248 linear feet between Bronson Road (1038) and the entrance of the Cypress Landing subdivision. The vendor shall reshape the area to the proper grade to provide for positive flow of stormwater runoff. The vendor shall dig the swale to have a maximum side slope of three to one (3:1). The bottom of the swale shall be well rounded so as to allow for the ease of mowing. The swale shall be dug in one (1) foot depth increments and shall be fourteen (14) feet in width. All work shall be performed in accordance with the specifications as outlined in the Scope of Services.

   Lakeshore Drive:
   There is one (1) segment on the west side of Lakeshore Drive (1040) totaling 530 linear feet between Osprey Pointe Boulevard (private road) and Harder Road (1039).

   In addition to the shoulder rehabilitation of the entire painted area referenced above, the vendor shall cut down the high shoulders and install a swale on the west side of Lakeshore Drive (1040) totaling 530 linear feet between Osprey Pointe Boulevard (private road) and Harder Road (1039). The vendor shall reshape the area to the proper grade to provide for positive flow of stormwater runoff. The vendor shall dig the swale to have a maximum side slope of three to one (3:1). The bottom of the swale shall be well rounded so as to allow for the ease of mowing.

The swale shall be dug in one (1) foot depth increments and shall be fourteen (14) feet in width. All work shall be performed in accordance with the specifications as outlined in the Scope of Services.

2. The vendor shall utilize the revised pricing section to provide a cost per project site/road name and not per lineal foot. The revised pricing section, "Revised 8/26/2014" is attached and replaces the original pricing section page.

3. Can contractors submit the following price proposals/options for the scope of work within the bid:
   A. Pricing for expedited services (This proposal price covers the costs for crew overtime). The work schedule would be five ten-hour days, Monday through Friday. (This option provides the most timely deadlines).
   B. Pricing for a 40-hour (four, ten-hour days) work week. Services would still be provided in a timely schedule, but not run into overtime. Time constraints/scheduling would still apply.

The vendor shall provide the best price to do the work in accordance with the specifications as outlined in the solicitation. The County has no preference in the above options as long as the work is completed in accordance with specifications. According to Section 1.5, the term of the contract is one hundred twenty (120) days. The hours of operation are outlined in Section 5 Attachments, Attachment 2 Public Works Additional Terms and Conditions, Section 8 Hours of Operation, "all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday." The hours provided are established to keep the majority of the work to be completed during daylight hours.

Firm Name: Merrell's Grade-All, Inc. Date: 08/26/14

Signature: Merrell Palmer Title: President

Typed/Printed Name: Merrell Palmer

Section 1.1 Purpose

The purpose of this solicitation is to establish a contract for the shoulder rehabilitation, sod installation and related services in conjunction with the County's needs.

Shoulder rehabilitation, sod installation and related services encompass removing excess soil that is creating high shoulders, installation of soil in areas of low shoulders, compaction of soil, the installation of sod and watering of sod within the rights-of-way of Lake County roadways.

Section 1.2 Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Susan Dugan, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: sdugan@lakecountyfl.gov

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

Section 1.3 Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis to the responsive and responsible vendor(s) (as defined below) who submit the lowest price by individual item, group of items, all or none, or a combination thereof with one or more vendor(s). The County reserves the right to reject any and all offers or waive any minor irregularity or technicality in bids received.

Responsive and responsible vendors are defined as those vendors who demonstrate the ability and experience necessary to complete the work as outlined in the Scope of Services. The vendor must have access to the proper equipment and personnel. A list of the personnel and equipment to accomplish the work shall be included with the proposal response. The vendor shall have at a minimum the following equipment and personnel:

1. Required Equipment.
    a. One (1) rubber tire telescopic excavator with a minimum bucket size of three-

quarter (3/4) yards
b. Two (2) eight (8) cubic yard or larger dump trucks
c. One (1) standard pickup truck

2. Required Workforce.
   a. One (1) excavator operator
   b. Two (2) properly licensed truck drivers
   c. One (1) ground person
   d. Two (2) properly trained flaggers

Section 1.4 Pre-Bid Conference / Site Visits

A pre-bid conference will be held on Tuesday, August 19, 2014 at 10:00 a.m. in the Human Resources Conference Room, Lake County Administration Building, 315 West Main Street, 4th Floor, Tavares, Florida 32778, to discuss the special conditions and specifications included within this solicitation.

Vendors are encouraged to perform site visits in an effort to provide accurate responses for the individual project sites. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

Section 1.5 Term of Contract - Upon Acceptance of Goods or Services

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be one hundred twenty (120) days, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6 Option to Renew

Not applicable to this solicitation

Section 1.7 Method of Payment - Periodic Payments for Service Rendered

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

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8 Insurance

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

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

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

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

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

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

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

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

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

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

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

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

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

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9 Bonding Requirements

Not applicable to this solicitation

Section 1.10 Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". The completion date shall not exceed one hundred twenty (120) calendar days after date of purchase order, unless otherwise extended as set forth in Section 1.5 above.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract

specifications. The County may, at its option, demand payment from the vendor, 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 vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.11 Acceptance of Goods or Services

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

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

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

Section 1.11.1 Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12 Warranty

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

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

Section 1.13 Delivery and Completion of Solicitation Response

Section 1.13.1 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

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

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800

TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

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

Section 1.13.2 Completion Requirements for Invitation to Bid

Two (2) signed original bids and one (1) complete copy of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

Section 1.13.3 Completion of Bid Package

The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability, equipment list and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

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

Section 1.14 Accident Prevention and Barricades

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

Section 1.15 Certificate of Competency/Licensure, Permits, and Fees

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

Section 1.16 Labor, Materials and Equipment shall be Supplied by the Vendor

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

Section 1.17 Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall

defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.18 Clean-Up

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 vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

Section 1.19 Competency of Vendors and Associated Subcontractors

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

Section 1.20 U.S. Department of Homeland Security's E-Verify System

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

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and

2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

2.1 Scope of Services

Provide rehabilitation of the shoulders in accordance with the technical requirements and complete any additional work as outlined below in the rights of way on the following roads:

Emeralda Island Road:

- There are five (5) segments totaling 10,703 linear feet marked in paint on both sides of Emeralda Island Road (7528) between Whilden Lane (private road) and John's Cove (private road).

Marion County Road:

- There are two (2) segments totaling 18,499 linear feet marked in paint on both sides of Marion County Road (8010) between CR 25 (7804) and Haywood Grove Road (8109).

Thrill Hill Road:

- There are two (2) segments totaling 7,750 linear feet marked in paint on both sides of Thrill Hill Road (5880) between 35133 Thrill Hill Road and CR 44A (6286).

Natchez Street:

- Both sides of Natchez Street (8499) totaling 6,820 linear feet between Ponderosa Avenue (8599) and the Dead End.

Chippewa Avenue:

- Both sides of Chippewa Avenue (8498) totaling 6,910 linear feet between Ponderosa Avenue (8599) and the Dead End.

County Road 44A:

- There are two (2) segments on CR 44A (6286) totaling 8,170 linear feet between Thrill Hill Road (5880) and 21324 County Road 44A.

County Road 450/Collins Street:

- There are three (3) segments of CR 450/Collins Street (7978) totaling 5,925 linear feet between SR 19 and Charles Osborne Road (7872).

Lake Minneola Shores Road:

- There are two (2) segments totaling 2,600 linear feet on Lake Minneola Shores Road (1733) between US 27 and Lakeshore Drive (1741).

County Road 561:

- Both sides of CR 561 (0634) totaling 5,250 linear feet between Bronson Road (1038) and 12404 CR 561(0634).

- Both sides of CR 561 (0634) totaling 3,650 linear feet between Beaches Drive (private road) and 4935 CR 561 (0634).

- There is one (1) segment on the east side of CR 561 (0634) totaling 1,300 linear feet between Myakka Drive (0935D) and 11,100 CR 561 (0634).

Lakeshore Drive:

- There is one (1) segment on the west side of Lakeshore Drive (1040) totaling 530 linear feet between Osprey Pointe Boulevard (private road) and Harder Road (1039).

- There are two (2) segments on both sides of Lakeshore Drive (1040) totaling 4,680 linear feet between Kingfisher Drive (private road) and Crescent Bay Boulevard (0938).

County Road 473:

- There are nine (9) segments along both sides of CR 473 (5036) totaling 11,891 linear feet between Fountain Lake Boulevard (5038) and Westmont Road (5136).

Radio Road:

- There are four (4) segments along both sides of Radio Road (5433) totaling 6,546 linear feet between Shademoor Drive (4834) and Poe Street (5834).

The areas have been marked in pink paint on the roadway indicating the limits of the work area. The vendor is strongly encouraged to perform a site visit to provide an accurate estimate. There may also be markings within the limits of the work area depicting special instructions for a particular area. The vendor shall insure that they are aware of and adhere to these special instructions. All measurements given within this ITB are for center line, one way only. The work shall take place as specified by the markings on the pavement.

If the vendor anticipates having to enter private property to complete the work, they shall have a Right of Entry form (Attachment 3), completed and signed by the property owner prior to any work being performed on the property. The original signed form must be submitted to the County's Project Manager prior to any work commencing on said property.

2.1.1 Shoulder Specifications

The vendor shall grade and shape the roadside shoulder to provide for positive drainage. The areas shall be graded to a two percent (2%) minimum cross slope leading away from the edge of the pavement to a distance of ten (10) feet. If for some reason the two percent (2%) grade cannot be obtained, the vendor shall contact the County's Project Manager before continuing with the work. No work shall take place to such areas until approval and direction of the County's Project Manager is provided. The grading shall be accomplished in conjunction with matching any adjacent pavement, curb, sidewalk, and structure grades. It shall also include both the removal of material to alleviate high shoulder conditions as well as backfilling areas to eliminate any drop offs.

If the ground/turf is adjacent to the roadway is above the surface of the roadway, the vendor shall be responsible to complete the work as outlined within these specifications. If the ground/turf is more than one (1) inch below the surface of the adjacent roadway, the vendor shall be responsible to complete the work as outlined within these specifications.

The reshaped ten (10) foot shoulder shall not be left with windrows, bermed, or clumped material. All shoulders shall have a smooth surface with a tapered transition into existing adjacent back slope grades. The back slope areas shall be transitioned into the reshaped shoulder at a minimum of a three to one (3:1) slope. Any areas that cannot be transitioned within the minimum three to one (3:1) slope shall be brought to the attention of the County's Project Manager. No work shall take place to such areas until approval and direction of the County's Project Manager is provided.

Section 2.2.2 Fill Material

When fill material is required, it shall be quality topsoil, free of noxious weeds and capable of supporting the growth of the sod that shall be installed. This fill shall be supplied by the vendor and it shall be their responsibility to provide hauling to the site. The vendor shall be allowed to use soil removed from high shoulders within the same project area. Prior approval from the County's Project Manager shall be obtained if the vendor proposed to bring in soil from high shoulders on another project site.

Section 2.2.3 Compaction

All areas that have either been excavated or filled shall be compacted to not less than ninety eight percent (98%) of maximum unit weight as determined by using the Modified Proctor Compaction test method T-180 per the American Association of State Highway and Transportation Officials (AASHTO). These tests shall be conducted by an independent testing laboratory approved by the County. There shall be a minimum of one (1) test taken every five hundred (500) feet on each side of the road, and it shall be a minimum of six (6) inches in depth. The vendor shall supply to the Project Manager copies of these reports showing the results of the density tests. If any of these reports indicate that the proper compaction was not achieved, the vendor shall re-compact the area for a distance of five hundred (500) feet on each side of the failing test area, and the vendor shall be responsible to have a new test completed at a location selected by the County's Project Manager. If sod has been installed over a failing test area, it shall be removed before the compaction work starts and shall be put back in place after the work has been completed.

Section 2.2.4 Sod

All disturbed areas within the project area shall be re-sodded with the type of grass matching the adjacent area. Should no grass exist in the surrounding area, Bahia sod shall be used. The final evaluation of the sod after it is installed shall be so that the top mat of the sod is even with the top surface of the adjacent asphalt or other impervious surface, and with the existing turf on the back slope. Any sod not installed at this elevation shall be rejected and replaced by the vendor to the proper height at no additional cost to the County. The vendor shall also be responsible to install sod in any areas within the project site where there is no turf growing regardless if the vendor has not performed any grading in that area.

Sod shall be installed as the grading is completed. At no time shall the graded area be allowed to be without sod for more than twenty-four (24) hours from the grading operation. Any areas left

overnight with a drop off that is more than one (1) inch at the edge of pavement shall be clearly marked by the vendor with lighted barricades.

The vendor shall roll the sod using a lightweight turf roller to provide for a true and even surface without any displacement or deformation of the sod.

All sod shall be watered by the vendor until established. Established sod shall be defined as roots extending from the newly installed sod into the compacted soil to a stage that it is difficult to remove the sod.

Section 2.2.5 Site Cleanup

All roadways shall be swept using a broom tractor or other means approved by the County's Project Manager before the areas are opened to motorized vehicles.

Section 2.2.6 Project Spoils

Any extra spoils collected from this operation shall become the property of the vendor and it shall be their responsibility to insure the proper disposal of this material. If the vendor intends to dispose of the spoils on private property, the vendor shall supply to the County's Project Manager an original authorization letter from the property owner allowing for the disposal on the private property. This letter shall include an acknowledgement that the spoils can be deposited on their property, the owner's name, property address, telephone number and the legal signature of the owner.

Section 2.2.7 Pre-Construction Video

It shall be the responsibility of the vendor to make a videotape of all current conditions of the project limits in DVD format such as, but not limited to: driveways, road intersections, roadway edges, vegetation, etc., before any work starts. The vendor shall focus on any deficient conditions present at the time of the videotaping. The date and time shall be recorded on the video at the time it is being created. A copy of this video shall be supplied and approved by the County's Project Manager prior to the commencement of any work.

Section 2.2.8 Property Damage

The vendor is to take extra care to preserve and prevent damage to the edges of the pavement. Work shall be performed in a manner so as not to cause damage to the edges of the pavement. If required, the vendor is expected to manually remove the shoulder material immediately abutting the edge of pavement.

The vendor shall be responsible for locating and preserving any sprinkler systems that may be in the work location. If the vendor does damage to any such system, it shall be the responsibility of the vendor to repair the damage at no additional cost to the County.

Any damage caused by the operations of the vendor or their subcontractor shall be remedied at the vendor's expense as outlined in Section 5, Public Works Additional Terms and Conditions, Item 14, Protection of Existing Structures, Utilities, Work and Vegetation.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

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

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliauce with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

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

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

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

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

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

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

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

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

G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

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

3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

3.7 INCURRED EXPENSES

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

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

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

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

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

3.16 ESTIMATED QUANTITIES

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

3.17 NON-EXCLUSIVITY

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

3.18 CONTINUATION OF WORK

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

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

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

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

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

3.24 MODIFICATION OF CONTRACT

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

3.25 TERMINATION FOR CONVENIENCE

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

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

3.27 TERMINATION FOR DEFAULT

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

3.28 FRAUD AND MISREPRESENTATION

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

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

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

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

3.31 GOVERNING LAWS

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

3.32 STATE REGISTRATION REQUIREMENTS

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

3.33 PRIME CONTRACTOR

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

3.34 FORCE MAJEURE

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

3.35 NO CLAIM FOR DAMAGES

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

Right-of-Way Shoulder Rehabilitation

NOTES:

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:	
The bidder must list below the dates of issue for each addendum received in connection with this ITB:	
MP Addendum #1, Dated:	August 25, 2014
MP Addendum #2, Dated:	August 26, 2014
Addendum #3, Dated:	
Addendum #4, Dated:	
Part II:	
☐ No Addendum was received in connection with this ITB.	

MERRELL'S GRADE-ALL, INC.

450 Ketch Road- Saint Cloud, Florida 34771

REVISED 8/26/2014

PRICING SECTION

Project Site/Road Name	Days to Complete	Discounted Price	Additional Discount under Option 1 10%
Emeralda Island Road	9	$ 41,143.52	$ 37,029.17
Marion County Road	16	$ 81,053.20	$ 72,947.88
Thrill Hill Road	7	$ 32,529.92	$ 29,276.93
Natchez Street	5	$ 25,654.56	$ 23,089.10
Chippewa Avenue	5	$ 24,878.56	$ 22,390.70
County Road 44A	8	$ 35,758.08	$ 32,182.27
County Road 450/Collins Street	6	$ 24,412.96	$ 21,971.66
Lake Minneola Shores Road	3	$ 12,066.80	$ 10,860.12
County Road 561	9	$ 39,799.20	$ 35,819.28
Lakeshore Drive	7	$ 29,614.06	$ 26,652.65
County Road 473	9	$ 46,164.24	$ 41,547.82
Radio Road	6	$ 25,646.80	$ 23,082.12
TOTAL:	89	$ 418,721.90	$ 376,849.71

* Additional Discounts Available:

Option One (1): 10% Discount if Merrell's Grade-All, Inc. is the Sole vendor for this Contract.

Option Two (2): 15% Discount if Merrell's Grade-All, Inc. is awarded total package, which includes All sites listed.

15% Discounted Price: $ 355,913.61

By Signing this Bid the Bidder Attests and Certifies that:

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

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

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

Reciprocal Vendor Preference:

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

1. Primary business location of the responding vendor (city/state):
Saint Cloud, FL 34771

2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☑ No
If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

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

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

_____

General Vendor Information and Bid Signature:

Firm Name: Merrell's Grade - All, Inc.

Street Address: 450 Keith Rd.; St. Cloud, FL 34771

Mailing Address (if different): _____

Telephone No.: (407) 892-4700 Fax No.: (407) 892-0808 E-mail: dustypages@aol.com

FEIN No. 05 - 0539974 Prompt Payment Terms: _____ % _____ days, net _____

Signature: Merrell Palmer Date: 09/10/14

Print Name: Merrell Palmer Title: President

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

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

Vendor awarded as:

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

Signature of authorized County official: Susan Dugan Date: 11/17/2014

Printed name: Susan Dugan Title: Sr. Contracting Officer

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References
Attachment 2: Public Works Additional Terms and Conditions
Attachment 3: Right-of-Way Form

ATTACHMENT 1
WORK REFERENCES

Agency	Florida Dept. of Transportation
Address	555 Camp Road
City, State, ZIP	Cocoa, FL 32927-4738
Contact Person	Wilkes Kemp
Telephone	(321) 634-6099
Date(s) of Service	5/22/14 - Present
Type of Service	Non-paved Shoulder Repair
Comments:	

Agency	Florida Dept of Transportation
Address	1405 Thomas Ave.
City, State, ZIP	Leesburg, FL 34748
Contact Person	Karen Madrid
Telephone	(352) 326-7736
Date(s) of Service	6/4/14 - Present
Type of Service	Non-paved Shoulder Repair
Comments:	

Agency	Lake County Public Works Dept.
Address	P.O. Box 7800
City, State, ZIP	Tavares, FL 32778
Contact Person	Brenda Press
Telephone	(352) 343-6439
Date(s) of Service	March 2014 - June 2, 2014
Type of Service	Right of way Shoulder Rehabilitation
Comments:	

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

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

1. INTENT OF CONTRACT DOCUMENTS

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

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

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

2. ERRORS AND OMISSIONS

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

3. EMERGENCIES

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

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

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

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

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

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

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

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

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

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

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

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

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

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

5. GENERAL INSPECTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

6. PROJECT MANAGER

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

7. CONTRACT TIME AND TIME EXTENSIONS

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

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

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

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

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

E. The County and the vendor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if the work is not completed within the time specified. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day that the project continues after the scheduled completion date. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

Specific Project Amount	Daily Charge per Calendar Day
$50,000 and under.....	$642
Over $50,000 but less than $250,000.....	$758
$250,000 but less than $500,000.....	$966
$500,000 but less than $2,500,000.....	$1,532
$2,500,000 but less than $5,000,000.....	$2,374
$5,000,000 but less than $10,000,000.....	$3,226
$10,000,000 but less than $15,000,000.....	$4,624
$15,000,000 but less than $20,000,000.....	$4,276
$20,000,000 and over.....	$7,864 plus
0.00005 of any amount over $20 million	

F. County shall retain from the compensation to be paid to vendor the above described sum.

8. HOURS OF OPERATION

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

specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

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

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

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

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

9. CHANGES IN WORK

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

B. The vendor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the vendor performs additional work beyond the specific requirements of this

Agreement without an executed Change Order, it shall be at the vendor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

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

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

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

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

2. Claims by the County against the vendor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project

Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

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

11. LANDS FOR WORK AND ACCESS THERETO

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

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

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

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

12. MAINTENANCE OF TRAFFIC (MOT)

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

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

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

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

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

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

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

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

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

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

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

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

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

representative in the proper manner, will be settled by the County. The County shall recover all costs from the vendor.

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

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

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

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

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

15. EQUIPMENT

A. The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide

additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the vendor's equipment by the Project Manager shall not relieve the vendor of the responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion of the service.

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

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

16. SANITATION

The vendor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

17. OTHER WORK

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

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

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the vendor believes that such performance will involve additional expenses to the vendor or require additional time, the vendor shall send written notice of that fact to the County and the Project Manager within two (2)

business days of being notified of the other work. If the vendor fails to send the above required notice, the vendor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The vendor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The vendor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

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

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

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

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

C. The vendor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the vendor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the vendor, the Project Manage shall make another

inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the vendor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

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

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

21. MEASUREMENT AND PAYMENT

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

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

22. WARRANTY

A. The vendor shall obtain and assign to the County all express warranties given to the Vendor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Vendor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Vendor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and

conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Vendor shall correct it promptly after receipt of written notice from the County. The Vendor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the vendor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the vendor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the vendor to insure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the vendor shall be responsible for the replacement at no cost to the County.

ATTACHMENT 3

LAKE COUNTY
FLORIDA

RIGHT OF ENTRY STATEMENT

Property Owner's Name: _____

Tenant's Name: _____

Address of Property: _____

City/Zip Code: _____

Description of Property: _____

Right of Entry

I certify that I am the owner, or an owner's authorized representative of the above described property. I freely grant, and without coercion, the right of access and entry to said property for the purpose of completing work that exists in the County right-of-way and on my property.

I will mark any sewer lines, septic tanks, water lines, utilities located on the described property to help prevent damage to said items.

Sworn and attested to by: _____
Signature of Property Owner/Authorized Agent

_____ _____
Property Owner/Authorized Agent (Printed Name) Date

Witnessed by: _____
Signature of Lake County Representative or Contractor Representative

_____ _____
Witness (Printed Name) Date

Merrell's Grade-All, Inc.
450 Ketch Road; St. Cloud, FL 34771

ITB Number: 14-0035
Right of Way Shoulder Rehabilitation
Proposal Date: August 27, 2014

Office: (407) 892-4700 *Fax:* (407) 892-0808 *Cell:* (407) 729-3897
dustypages@aol.com *www.merrellsgradeall.com*

Merrell's Grade-All, Inc.
450 Ketch Road; St. Cloud, FL 34771

Lake County, Florida
P.O. Box 7800
Tavares, FL 32778-7800

August 27, 2014

RE: ITB Number: 14-0035
Right of Way Shoulder Rehabilitation
Proposal Date: August 27, 2014

EQUIPMENT

1.) XL5100 Gradall with one-and-a-half (1 1/2) yards bucket
2.) XL4100 Gradall with one (1) yard bucket
3.) International 5900 Tri-axle, twenty (20) yards dump truck
4.) Mac Superliner Tri-axle, twenty (20) yards dump truck
5.) Freightliner three thousand (3,000) gallon Water Truck
6.) Dodge Crew Cab Pickup Truck
7.) F350 Ford Crane/Tool Body Pickup Truck

WORKFORCE

1.) One (1) Excavator Operator
2.) Two (2) Properly-licensed truck drivers
3.) Two (2) Properly-trained flaggers
4.) One (1) Ground person

Office: (407) 892-4700 *Fax:* (407) 892-0808 *Cell:* (407) 729-3897
dustypages@aol.com *www.merrellsgradeall.com*

Merrell's Grade-All, Inc.
450 Ketch Road; St. Cloud, FL 34771

Lake County, Florida
P.O. Box 7800
Tavares, FL 32778-7800

August 27, 2014

RE: ITB Number: 14-0035
Right of Way Shoulder Rehabilitation
Proposal Date: August 27, 2014

Merrell's Grade-All, Inc. does hereby certify capability, and current coverage, of all insurance requirements in this proposal.

(See attached examples of coverage)

Merrell Palmer President
Signature *Title*

Date: 08/27/14

Merrell Palmer
Printed Name

Office: (407) 892-4700 *Fax:* (407) 892-0808 *Cell:* (407) 729-3897
dustypages@aol.com *www.merrellsgradeall.com*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2014

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

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

PRODUCER	CONTACT NAME: Lance Turck	
Amsley Insurance Services Inc	PHONE (A/C, No, Ext): (407) 892-9645	FAX (A/C, No): (407) 892-7807
	E-MAIL ADDRESS: lt@amsleyinsurance.com	
1617 13TH ST	INSURER(S) AFFORDING COVERAGE	NAIC #
SAINT CLOUD FL 34769-4306	INSURER A : Scottsdale Insurance Co	
INSURED	INSURER B :	
Merrell's Grade-All Inc	INSURER C :	
	INSURER D :	
450 Ketch Rd	INSURER E :	
Ssaint Cloud FL 34771-8237	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	X		CPS1972119	04/24/2014	04/24/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The Florida Department of Transportation is an additional insured as required by Contract No. E5Q78, per endorsement No. CG 2010 04 13, and Florida Department of Transportation, Attn: District 5, Contracts Administration Office, 719 S. Woodland Blvd., DeLand, FL 32720-6834

CERTIFICATE HOLDER

Florida Department of Transportation
Attn: District 5, Contracts Administration Office
719 S. Woodland Blvd.
DeLand FL 32720-6834

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PROGRESSIVE®

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

Policy number: 03455050-8
Underwritten by:
Progressive Express Ins Company
April 9, 2014

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured FLORIDA DEPARTMENT OF TRANSPORTATION 719 S. WOODLAND BLVD DELAND, FL 32720	MERRELLS GRADE-ALL INC 450 KETCH RD SAINT CLOUD, FL 34771	PROG COMMERCIAL PO BOX 94739 CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Apr 1, 2014	Policy Expiration Date: Apr 1, 2015
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

CONTRACT# E5Q78

Certificate number

09914A09050

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5241 (10/02)