



LAKE COUNTY  
FLORIDA

REQUEST FOR PROPOSAL (RFP)

SWALE/DITCH CLEANING AND DIGGING AND RELATED SERVICES

RFP Number: 10-0611 Contracting Officer: John Wight, CPPB  
Proposal Due Date: April 28, 2010 Pre-Proposal Conference Date: April 12, 2010 @ 1:30PM  
Proposal Due Time: 3:00PM (EST) Issue Date: March 23, 2010

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	Page 16
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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

**NO-RESPONSE REPLY**

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

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

**VENDOR IDENTIFICATION**

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

**Section 1.1: Purpose**

The purpose of this Agreement is for the CONTRACTOR to assist the COUNTY with swale/ditch cleaning and digging and related services.

**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. Questions should be submitted no later than five (5) working days before the opening date.

John Wight, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 416  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: [jwight@lakecountyfl.gov](mailto:jwight@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**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based on the following criteria:

1. Overall quality of service based on CONTRACTOR-supplied references and independent research by the County.
2. Adherent to the terms and conditions of the solicitation
3. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
4. Proposed costs / fee schedule
5. Other relevant criteria

**Section 1.4: Pre-Proposal Conference**

A pre-proposal conference will be held on **April 12, 2010 at 1:30PM (EST) in the Procurement Services conference room, #416, 315 W. Main St., Tavares, FL 32778** to discuss the special conditions and specifications included within this solicitation.

Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.

**Section 1.5: Term of Contract – Twelve (12) Months**

As specified in attached contract (Article 6.1)

**Section 1.6: Option to Renew for four (4) Additional One (1) Year Period(s)**

As specified in attached contract (Article 6.1)

**Section 1.6.1: Price Redetermination - Fuel**

As specified in attached contract (Article 4.5)

**Section 1.7: Method of Payment**

As specified in attached contract (Article 4.1 and 4.2)

**Section 1.7.1: Invoicing**

As specified in attached contract (Article 4.3)

**Section 1.7.2: Certification of Payment to Subcontractors/Materials Suppliers**

As specified in attached contract (Article 4.6)

**Section 1.7.3: Federal or State Funding**

As specified in attached contract (Article 4.7)

**Section 1.8: Insurance**

As specified in attached contract (Article 6.4)

**Section 1.9: Bonding Requirements (Performance and Payment)**

Not required for this solicitation

**Section 1.10: Final Inspection**

As specified in attached contract (Exhibit C, item 20)

**Section 1.11: Final Acceptance**

As specified in attached contract (Exhibit C, item 21)

**Section 1.12: Warranty**

As specified in attached contract (Exhibit C, item 23)

**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 Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, 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 solicitation closing.

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 416  
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  
416 W. MAIN STREET  
TAVARES, FL 32778

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

### **Section 1.13.2: Completion Requirements for Request for Proposal (RFP)**

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

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

#### **A. Economy of Presentation**

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

#### **B. Proposal Guidelines**

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

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

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

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

**C. Technical Proposal Sections:**

Proposals shall be organized into the following major sections.

**Tab 1 - Proposer Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including certifications.
- D. Any required licenses or permits.

**Tab 2 - Proposed Solution Description(s)**

- A. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the following minimum information. Each different solution shall be tabbed numerically (Solution #1, Solution #2, etc.) and shall be complete.
- B. Exceptions - any exceptions that the proposer may have concerning any item(s) set forth in the RFP document or associated addendums.

**Tab 3 - Proof of Insurability**

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

**Tab 4 - References**

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

**Tab 5 - Litigation**

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

**Tab 6 - Subcontractors / Joint Ventures**

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

**Tab 7 - Other Information**

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

**D. Price Proposal Section:**

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

**Tab 1 - Completed solicitation**

Include a copy of a fully completed and signed RFP.

**Tab 2 - Completed Pricing Back-up Section**

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

**Tab 3 - Financial Stability**

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

**Tab 4 - Other Information**

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

**Section 1.14: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**SCOPE OF SERVICES**

**ANY CONTRACT ENTERED INTO WILL HAVE NO GUARANTEE OF SPECIFIC ORDERING QUANTITIES.**

**SEE ATTACHED CONTRACT EXHIBIT A, SCOPE OF SERVICES**

**3.1 DEFINITIONS**

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

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

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

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

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

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

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

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

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

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

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

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

**B. Public Entity Crimes**

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

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal opening date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

Procurement Services may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. The proposer is required to submit with its proposal a signed “Acknowledgment of Addenda” form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

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

**E. Restricted Discussions**

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

**F. Change or Withdrawal of Proposals**

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

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

**G. Conflicts within the Solicitation**

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

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest

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

### 3.3 PREPARATION OF PROPOSALS

- A. The Proposal Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

### 3.4 CANCELLATION OF SOLICITATION

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

### 3.5 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. The Director of Procurement Services will decide all tie proposals with initial preference being given to the entity employing the most personnel residing within the County.
- G. Award of the contract resulting from this solicitation may be

predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

### 3.6 CONTRACT EXTENSION

The County reserves the unilateral right 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. This contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

### 3.7 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.

### 3.8 ESTIMATED QUANTITIES

Estimated quantities or dollar values are for proposer's guidance only. No guarantee is expressed or implied as to quantities or dollars 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 these estimates to determine the proposer selected for award. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing 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.

### 3.9 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 as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.10 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 at the same prices, terms and conditions.

### 3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

### 3.12 RULES, REGULATIONS AND LICENSES

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

### 3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.14 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.

**3.15 DELIVERY**

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

**3.16 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. 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.

**3.17 INDEMNIFICATION**

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.

**3.18 COLLUSION**

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

**3.19 MODIFICATION OF CONTRACT**

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

**3.20 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."

**3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS**

When funds are not appropriated or otherwise made available to support continuation of performance in a 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.

**3.22 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation 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 appropriate 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.

**3.23 FRAUD AND MISREPRESENTATION**

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

**3.24 ACCESS TO RECORDS**

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 three (3) years 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.

**3.25 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of proposal submittal will be available for public inspection after the proposal closing date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Law"). The proposer shall not submit any information in response to this solicitation, which the proposer considers to be proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection which would otherwise be available to the proposer unless such information is exempt or confidential under the Public Records Act.

**3.26 CONTRACTING WITH COUNTY EMPLOYEES**

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

**3.27 INCURRED EXPENSES**

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

**3.28 COUNTY IS TAX-EXEMPT**

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.29 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this RFP 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.

**3.30 STATE REGISTRATION REQUIREMENTS**

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

**3.31 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this RFP. 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.

**3.32 FORCE MAJEURE**

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

**3.33 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.

**3.34 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.

**3.35 TRUTH IN NEGOTIATION CERTIFICATE**

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement 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 agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**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. A copy of the requirements shall be supplied to the vendor by the County upon request.

**RFP TITLE: SWALE/DITCH CLEANING AND DIGGING AND RELATED SERVICES**

NOTES:

- Lake County is exempt from all taxes (Federal, State, and Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- 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.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing 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

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

**PRICING SECTION**

DESCRIPTION

UNIT PRICE PER LINEAR FOOT

**GRADE-ALL SERVICES\***

Hourly, COUNTY will haul the material \$ \_\_\_\_\_  
Per Hour

Per linear foot removal, CONTRACTOR to haul the material \$ \_\_\_\_\_  
(Based on 14 feet wide and one (1) foot deep increments) Per Foot

\* Mobilization and demobilization shall be included with unit grade-all services cost.

**SOD INSTALLED**

Description	Unit	Unit	Unit
TYPE OF SOD	0-5,000 sq. ft. /Task Order	5,001-10,000 sq. ft. /Task Order	Over 10,000 sq. ft. /Task order
Bahia	per sq. ft	per sq. ft	per sq. ft
St. Augustine	per sq. ft	per sq. ft	per sq. ft
Watering of sod	per sq. ft	per sq. ft	per sq. ft

**EQUIPMENT:** The contractor shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. At a minimum the contractor shall provide a rubber tire telescopic excavator. The minimum allowed bucket shall be ¾ yard in size.

**By Signing this Proposal the Proposer Attests and Certifies that:**

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

**Certification Regarding Acceptance of County Electronic Payable Process**

Please certify whether the bidder will accept payment processed through the County’s VISA- based electronic payment system:  Yes  No (Check one)

**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 executive of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a 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): \_\_\_\_\_

<b>General Vendor Information and Proposal Signature:</b>	
Firm Name:	_____
Street Address:	_____
Mailing Address (if different):	_____
Telephone No.:	_____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature:	_____ Date: _____
Print Name:	_____ Title: _____
<b>Award of Contract by the County: (Official Use Only)</b>	
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.	
<b>Vendor awarded as:</b>	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	_____ Date: _____
Printed name:	_____ Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____	

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

- ATTACHMENT 1: WORK REFERENCES**
- ATTACHMENT 2: VENDOR PROFILE FORM**
- ATTACHMENT 3: SIMILAR PROJECTS FORM**
- ATTACHMENT 4: CONTRACT**
  - EXHIBIT A: SCOPE OF SERVICE**
  - EXHIBIT B: TECHNICAL REQUIREMENTS**
  - EXHIBIT C: GENERAL TERMS AND CONDITIONS**
  - EXHIBIT D: NOTICE TO PROCEED FORM**
  - EXHIBIT E: CONTRACTOR PRICING**

**ATTACHMENT 1 - WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**ATTACHMENT 2 - VENDOR PROFILE FORM**

<p>1. Bidder Name &amp; Address:</p>	<p>1d. Licensed to do business in the State of Florida?                  _____ Yes _____ No</p>
<p>1a. FEIN #                  _____</p>	<p>1e. Name, Title &amp; Telephone Number of Principal to Contact</p>
<p>1b. Year Firm was established _____</p> <p>1c. Are you a “Not for Profit” 501©(3) organization?                  Yes _____ No _____</p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person’s resume.</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: _____ Date: _____</p> <p>_____ (Typed or Printed Name) _____ (Title)</p>	



**ATTACHMENT 4**

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND**

**AND**

---

**FOR**

**SWALE/DITCH CLEANING AND DIGGING AND RELATED SERVICES**

**ITB 10-0611**

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

### **Recitals**

**WHEREAS**, the COUNTY has publicly submitted for procurement of services for a firm to assist the COUNTY with swale/ditch cleaning and digging and related services; and

**WHEREAS**, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

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

### **Article 1. Recitals**

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

### **Article 2. Purpose**

2.1 The purpose of this Agreement is for the CONTRACTOR to assist the COUNTY with swale/ditch cleaning and digging and related services.

### **Article 3. Scope of Professional Services**

3.1 **Projects Assigned.** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to assist the COUNTY with swale/ditch cleaning and digging and related services. The general Scope of Services is attached hereto and incorporated herein by reference as **Exhibit A** and the Technical Requirements are attached hereto and incorporated herein by reference as **Exhibit B**. Projects will be assigned to the CONTRACTOR in accordance with the pricing given as shown on the Pricing Section incorporated herein by reference as **Exhibit E** and the Notice to Proceed Form attached hereto and incorporated herein by reference as **Exhibit D**. CONTRACTOR agrees and acknowledges that in the event the CONTRACTOR cannot meet the COUNTY'S specifications, including but not limited to, time for completion, cost for individual project etc., COUNTY reserves the sole right to offer the individual project to other contractors retained by the COUNTY.

3.2 **Quantities.** The quantities and types of services listed on the Notice to Proceed, once approved by the COUNTY, are hereby incorporated into this Agreement by reference and are deemed to be a material part of this Agreement. It is understood that the plans and specifications and construction may be modified by a Change Order as actual construction of the individual project progresses, but to be effective and binding, any and all such Change Orders must be in

writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures.

CONTRACTOR agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONTRACTOR any minimum amount of work throughout the term of this Agreement. Any contract entered into can be any quantity up to the maximum allowed per the annual basis. The CONTRACTOR shall service all areas ordered by the Project Manager, and the contract shall be binding only for the actual quantities ordered.

3.3 Additional Users. It is hereby agreed and understood that any County department, agency or City facility may be added to, or removed from, this contract at the option of the COUNTY and may purchase any and all items specified herein from the CONTRACTOR at the contract price(s) established herein. Under these circumstances, a contract modification will be issued by the COUNTY identifying the requirements of the additional County department(s) or other entities.

3.4 Time of the Essence. CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. The CONTRACTOR shall have ten (10) calendar days from the date of receipt of the Notice to Proceed. If the CONTRACTOR fails to have the project completed by the specified time, the COUNTY may apply liquidated damages. Any additional cost incurred by the COUNTY because of the CONTRACTOR'S failure to complete the project as assigned will be deducted from the CONTRACTOR'S invoice.

3.5 General Conditions. CONTRACTOR shall abide by all terms and conditions contained within the General Terms and Conditions, attached hereto and incorporated herein by reference as **Exhibit C**.

3.6 Licenses, Permits and Fees.

A. CONTRACTOR shall comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the individual project, including Chapter 553, Part III, Florida Statutes, also known as the Trench Safety Act. CONTRACTOR shall obtain and pay for all licenses, permits and inspection fees required to complete the scope of services. Damages, penalties or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits or fines shall be borne by the CONTRACTOR.

B. CONTRACTOR shall retain all appropriate professional licenses and insurance throughout the term of this Agreement.

C. Due to the nature of this Agreement, the COUNTY shall, at the time of requiring services hereunder, conduct a review of required permits and fees to be obtained by the CONTRACTOR from the permitting agencies having jurisdiction over the assigned project. Permits will be determined on a project by project basis. Permit cost will be determined by the requesting COUNTY department. COUNTY shall provide specifications and/or plans for a permit project.

3.7 Contractor's Personnel and Equipment. CONTRACTOR shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The CONTRACTOR shall be fully responsible for the performance of organization and completion of all work under this contract. The CONTRACTOR shall, at all times maintain good discipline and order at the work site. The CONTRACTOR shall maintain a dress code for its employees with a minimum of shirt, safety vest, shorts and shoes in decent condition at all times while the work is being performed. The CONTRACTOR shall furnish all labor, equipment, fuel, materials, any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the terms and conditions of the contract.

3.8 Subcontractors and Suppliers. If subcontractors or materials suppliers are to be used by the CONTRACTOR, the CONTRACTOR shall provide a listing of such subcontractors and/or materials suppliers with the CONTRACTOR's acceptance of the Notice to Proceed. The listing shall include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall project.

3.9 Contractor's Schedule. The CONTRACTOR shall submit a schedule to the Project Manager showing the daily locations to be worked. The CONTRACTOR shall contact the Project Manager by telephone, fax, or e-mail (preferred method) no later than 9:00 a.m. of each work day to report the locations completed the previous day and the anticipated work for the upcoming day. If the CONTRACTOR has to change the schedule or is aware of an upcoming schedule change, it shall contact the Project Manager as quickly as possible, but no later than the following day. The CONTRACTOR shall maintain coordination with the Project Manager at all times. Either party may request and be granted a conference within two (2) business days of the request.

#### Article 4. Payment

4.1 Lump Sum. CONTRACTOR pricing shall be as specified in **Exhibit E**, attached hereto and incorporated herein by reference. Payment for each individual work request will be based upon the LUMP SUM cost agreed upon and identified in the fully executed Notice to Proceed. Neither progress payment nor partial or entire use or occupancy of the project by the COUNTY will constitute an acceptance of work not in accordance with the contract documents.

4.2 Periodic Payments. The COUNTY shall provide periodic payments, with the appropriate retention, for tasks completed by the CONTRACTOR. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the COUNTY department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service and deliverable for the task has been completed and a COUNTY representative has reviewed and approved the service and deliverable.

4.3 Invoices. All invoices shall contain the purchase order number, invoice date, itemized work, date of service specific to each location, dump tickets for debris, person to contact and their phone number for billing questions 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 may delay payment, and the CONTRACTOR 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.

Address for invoicing: Attn: John Bringard, Senior Contracting Officer, Lake County Public Works, 31150 Industry Drive, Tavares, FL 32778. Invoices submitted later than that take the risk of non-payment if verification of work cannot be substantiated by the Project Manager. All invoices shall be supplemented with statements showing the proper disposal of the debris picked up each site by an approved State Permitted Facility.

4.4 Unit Prices. CONTRACTOR shall be compensated at the unit price specified on the Notice to Proceed issued for each individual work request. Unit Prices are specified in the CONTRACTOR'S bid tabulation sheet.

4.5 Price Redetermination – Fuel. If the below-identified price index for fuel (gas and/or diesel as applicable to the CONTRACTOR's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the CONTRACTOR may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the: State of Florida Department of Management Services

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/CONTRACTOR\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/gasoline\\_and\\_fuel\\_oil/price\\_sheets\\_daily\\_price/price\\_sheets\\_current\\_pricing](http://dms.myflorida.com/business_operations/state_purchasing/CONTRACTOR_information/state_contracts_agreements_and_price_lists/state_term_contracts/gasoline_and_fuel_oil/price_sheets_daily_price/price_sheets_current_pricing) for unleaded gas, Florida PAD 1, Orlando.

The base index will be the index number for the month prior to the solicitation closing date. The current month index will be the last month's index published before the request for a price re-determination is made.

The CONTRACTOR shall provide (in writing) a cost analysis as described below for each contract price for which the CONTRACTOR is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % ( $0.12 / 0.10$ ). The CONTRACTOR may submit additional clarifying or justifying information for the COUNTY'S consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the CONTRACTOR'S request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the COUNTY if the fuel index(es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the CONTRACTOR pertaining to any previous price increase.

4.6 Certification of Payment to Subcontractors/Materials Suppliers. Prior to final payment to the CONTRACTOR on projects which **DO NOT** require a performance and payment bond, CONTRACTOR shall provide *Certification of Payment to Subcontractors/Materials Suppliers* before the invoice is processed and paid.

4.7 Federal or State Funding. IF ANY PROJECT GIVEN TO THE CONTRACTOR UNDER THIS AGREEMENT IS ONE IN WHICH FEDERAL OR STATE FUNDS SHALL BE USED, THE CONTRACTOR IS HEREBY INFORMED THAT PAYMENT SHALL BE CONTINGENT UPON RECEIPT OF SAID FEDERAL OR STATE FUNDS OR APPROVAL. ADDITIONALLY, PAYMENT SHALL BE CONTINGENT UPON THE CONTRACTOR COMPLETING ALL REQUIRED FORMS AND DOCUMENTATION AS IS NECESSARY IN ORDER TO OBTAIN SUCH FEDERAL OR STATE FUNDING OR APPROVAL.

#### **Article 5. County Responsibilities**

5.1 The Lake County Public Works Department shall participate in this Agreement as the primary COUNTY Department. However, any COUNTY Department may utilize this Agreement.

5.2 COUNTY shall pay in accordance with the Florida Prompt Payment Act.

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

#### **Article 6. Special Terms and Conditions**

6.1 Term and Renewal. The term of this Agreement shall be twelve (12) months, beginning on the date of final execution of this Agreement. Prior to, or upon completion, of the initial term of the contract, the COUNTY shall have the option to renew this agreement for an additional four (4) one (1) year periods. The COUNTY will notify the CONTRACTOR within thirty (30) days prior to the end of the current contract term of the intent to renew. The COUNTY reserves the unilateral right to extend a contract ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify CONTRACTOR in writing of such extension.

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

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

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

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

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

6.4 Insurance.

A. Insurance requirements for contract amount of \$25,000.00 or less. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

The CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

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	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
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	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

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 CONTRACTOR 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 with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

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 policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

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

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.

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

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

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

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the COUNTY evidencing coverage and terms in accordance with CONTRACTOR’s requirements.

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 CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

B. Insurance requirements for contract amount over \$25,000.00. The CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this contract by the CONTRACTOR or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

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

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

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR 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 with the following minimum limits and coverage:

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

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 policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

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

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

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

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

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

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

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 CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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

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

6.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.8 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 BY REASON OF ANY DELAYS:** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including delays caused by unfavorable weather conditions, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrance or delay due solely to the fraud, bad faith or active interference on the part of the COUNTY or its agents. Otherwise, the CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

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

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

6.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment.

6.12 Purchase of Other Items. While the COUNTY has listed all major items within this contract which are utilized by COUNTY departments in conjunction with their operations, there may be ancillary items that must be purchased by the COUNTY during the term of this contract. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the ancillary items. If there are multiple contractors on the contract, the COUNTY representative may also obtain price quotes from these contractors. The COUNTY reserves the right to award these ancillary items to the primary contractor, another contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.13 Public Records. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant

requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

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

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

6.16 Right to Audit.

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

B. All items sold to the COUNTY under this Contract are subject to post sale audit adjustment. In the event an audit indicates that the CONTRACTOR has not honored its quoted price lists and discounts, the CONTRACTOR shall be liable for any and all overage charges, and this Agreement may be terminated for cause at the COUNTY'S option.

### **Article 7. Miscellaneous Provisions**

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

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

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

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

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

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

7.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

7.9 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile addressed as follows:

If to CONTRACTOR

If to COUNTY:

Road Operations Division  
31150 Industry Drive  
Tavares, FL 32778

cc: County Manager  
Lake County Administration Bldg.  
Post Office Box 7800  
Tavares, Florida 32778-7800

**Article 8. Scope of Agreement**

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

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

Exhibit A	Scope of Services
Exhibit B	Technical Requirements
Exhibit C	General Terms and Conditions
Exhibit D	Notice to Proceed Form
Exhibit E	Contractor Pricing

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

**CONTRACTOR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_, 2010.

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**Agreement between Lake County, Florida and \_\_\_\_\_, for Swale/Ditch Cleaning and Digging and Related Services; ITB # 10-0611.**

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
Welton G. Cadwell  
Chairman

This \_\_\_\_ day of \_\_\_\_\_, 2010.

Approved as to form and legality:

\_\_\_\_\_  
Melanie N. Marsh  
Acting County Attorney

**EXHIBIT A: SCOPE OF SERVICE****SWALE/DITCH CLEANING AND DIGGING AND RELATED SERVICES**

The purpose of this contract is to provide LAKE COUNTY with swale and ditch cleaning/digging and related services by the CONTRACTOR. The CONTRACTOR shall provide all equipment as needed or specified within this contract to complete the services as required by the COUNTY.

The estimated quantities cited on the bid tabulation sheet are only estimates and the COUNTY may use any quantities to best suit the needs that may arise throughout the term of this Agreement.

This work shall be provided to the COUNTY on an as-needed basis. No quantities are guaranteed as part of this contract and the locations shall vary throughout the COUNTY.

As part of this contract the CONTRACTOR may be required to supply and install sod on all the disturbed areas per the specifications as outlined in this contract.

The services shall be provided based on the following options:

- Hourly to include the machine and operator, the COUNTY will supply the trucks to haul.
  - When the work is ordered by an hourly rate, the COUNTY shall supply the trucks to haul the material. It shall be the responsibility of the COUNTY to supply enough trucks to keep the CONTRACTOR actively working at all times with the exception of COUNTY assigned break and lunch times. It shall be the responsibility of the CONTRACTOR to ensure that the equipment and operator supplied will be fully functional during all assigned work times.
- Per linear foot, the CONTRACTOR shall supply the trucks to haul the overburden material.
  - When work is ordered by the unit of linear foot the depth shall be based on digging in one (1) foot increments.
- Both of the options above can be ordered with or without sod.
- All work shall be based on fourteen (14) feet wide.

When the work request is for the CONTRACTOR to haul the overburden material, this material becomes the property of the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to properly dispose of the material at no additional cost to the COUNTY.

It shall be the responsibility of the CONTRACTOR to insure that all control measures are made for adequate management of erosion, sedimentation, dust, and debris during all phases of the operation.

Mobilization/demobilization shall be included with the unit grade-all services cost.

All work shall be completed before the CONTRACTOR de-mobilizes the equipment unless otherwise agreed upon by the COUNTY.

If there is a drop off of more than one (1) inch at the edge of the road that is to be left overnight the CONTRACTOR shall be responsible to install lighted barricades or lighted barrels.

A Notice to Proceed shall be issued to the CONTRACTOR. As part of this document the approximate hours or linear footage of digging and if needed the approximate square feet of sod shall be included. When possible the areas shall be marked with pink on the adjacent roadway. If the CONTRACTOR feels that there is a discrepancy with any of the units that are indicated on the work request no work shall begin until an agreement is reached between the COUNTY and the CONTRACTOR. If the CONTRACTOR begins or completes the work before an agreement is achieved, the CONTRACTOR shall only be compensated for the units that are shown on the work request.

This is an open ended contract and any estimated quantities cited estimates and the COUNTY may use any quantities to best suit the needs that may arise throughout the term of this Agreement. The CONTRACTOR is advised that any variance between estimated and actual quantities will not be considered cause for any adjustment in contract pricing or billing.

All activities shall be performed meeting the requirements of Federal, State and local environmental standards and laws. Erosion and water pollution control shall be accomplished, meeting the requirements of the 2010 or latest version of the Florida Department of Transportation (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," Section 10.

**Definitions:** Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents, they shall have the meanings given below:

**Calendar Day** – Every day shown on the calendar, ending and beginning at Midnight.

**Change Order** – A written order issued by the Project Manager in accordance with Board policy, and accepted by the CONTRACTOR directing certain changes, additions or reductions in the work or in the materials used.

**Notice to Proceed** - The COUNTY shall supply the CONTRACTOR with a Notice to Proceed. This form shall include items such as, but not limited to, the road name, estimated square footage, and striping requirements. No work shall begin until the Notice to Proceed is issued to the CONTRACTOR by the COUNTY.

**Plans** – The approved drawings, list, or reproductions thereof that show the location, character, dimension and details of the work to be done as issued by the Project Manager.

**Project Manager** - Agent of the COUNTY responsible for items including but not limited to establishment of cost estimate, accepting/rejecting of work product, administration of the contract on a per job basis, as well as interfacing with the CONTRACTOR.

**Statement of Work** – The general intent of the work to be accomplished as defined by the project plans, drawings, photographs, and specifications.

**Standard Specifications** – FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2010 edition or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2002 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2002 (or latest edition), and all supplemental specifications thereto. Pavement Marking specifications shall use FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2010 edition. Florida Department of Transportation (FDOT) "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," Section 10, 2010 or latest version.

**EXHIBIT B: TECHNICAL REQUIREMENTS****Section 1. SWALE/DITCH CLEANING AND DIGGING AND RELATED SERVICES****1.1 Description of Work**

- 1 The CONTRACTOR shall be responsible to remove overburden and reshape the swale/ditch in the areas outlined by the COUNTY. The COUNTY shall provide the limits of the work area by marking the adjacent road with pink paint. The CONTRACTOR is responsible for all lay out of the work. The CONTRACTOR shall reshape the areas with the proper line and grade as instructed by the COUNTY and so as to provide for positive flow of the drainage water. If at any time the CONTRACTOR feels that the line and grade requested will not allow for proper flow of drainage water, they shall contact the COUNTY before proceeding with any other work.

**1.2 Order of Operation**

1. This section describes the chronological order of events that will take place to begin, carry out and complete a project under this contract:
  - a) Notice to Proceed is issued
  - b) CONTRACTOR commences with the work as outlined.
  - c) CONTRACTOR submits invoice with all documentation as required by this contract.
2. When the COUNTY has determined that work is needed, the Project Manager shall prepare the Notice to Proceed Form. The COUNTY shall supply the CONTRACTOR with a copy of the Notice to Proceed. This document shall be detailed with approximate linear footage or hours for digging and any other pertinent information for the work needed.
3. The CONTRACTOR shall contact the COUNTY with schedule of when the work will be started and completed. The CONTRACTOR shall consult with the Project Manager prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. The notification shall occur the day before any scheduled variation is to take place and must be agreed to by the Project Manager. No extensions of time shall be given for equipment failure or weather conditions.
4. The CONTRACTOR shall keep the COUNTY'S Project Manager informed as to the completion of the work so that, at the option of the Project Manager, an inspection can be conducted so that deficiencies, if any, and tentative approval of work completed can be approved.

5. The CONTRACTOR shall, upon request, meet with the COUNTY’s Project Manager to review the work that has been completed.
6. The specifications to govern all work being performed are the standard specifications as defined in this agreement unless otherwise noted on the Notice to Proceed. All estimates shall include cost items to perform work as specified.
7. If the CONTRACTOR is in default for not completing the work within the specified time, the CONTRACTOR will be removed from the bidder’s list, at the option of the COUNTY, and not permitted to bid work for the COUNTY until the project is complete and the Liquidated Damages sum is satisfied.
8. When work by COUNTY forces, by other contractors, or weather conditions of a temporary nature prevent the CONTRACTOR from completing the work, it shall be the responsibility of the CONTRACTOR to notify the Project Manager immediately if a claim is being made, followed by a written request stating the date, time, and reason for the claim for extension.

### **1.3 Submittals**

1. All Material Safety Data Sheets for all chemicals including fuel shall be supplied.
2. A letter signed by the landowner stating that the CONTRACTOR has the permission to use the private property for stockpiling or for storing the equipment.

### **1.4 Operation Guidelines**

1. The CONTRACTOR shall start the work as outlined on the “Notice to Proceed” within ten (10) calendar days. Work shall be completed before the CONTRACTOR moves to another location unless otherwise approved by the Project Manager.

### **1.5 Equipment**

1. The CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. At a minimum the CONTRACTOR shall provide a rubber tire telescopic excavator. The minimum allowed bucket shall be  $\frac{3}{4}$  yard in size.

### **1.6 Work Methods - Digging**

1. Unless otherwise instructed the CONTRACTOR will construct or clean the swale/ditch to have a maximum side slope of three (3) to one (1). The bottom of the swale/ditch shall be well rounded so as to allow for the ease of mowing. Unless otherwise authorized by the COUNTY the bottom of the swale/ditch shall not be V- shaped.

2. Whether or not the CONTACTOR is responsible for hauling, all overburden shall be removed from the site. There shall be no stockpiling of materials within the right of way. The CONTRACTOR shall insure that the areas are clean and free of debris each night. When the overburden is the responsibility of the CONTRACTOR and they are using private property for stockpiling the overburden or storing their equipment, a letter of agreement from the landowner shall be supplied to the COUNTY before such activities commence.
3. The CONTRACTOR shall rake or otherwise smooth the areas that the materials have been removed to a finish acceptable for the installation of sod.

#### **1.6 Sod**

1. When sod is requested as part of the work, it shall be of the same type as that of the adjoining turf. The sod shall be of commercial size rectangles of fourteen (14) inches by twenty four (24) inches or larger. Rolled sod shall also be allowed providing it meets the same specifications as of the rectangles with the exception of the size.
2. Sod that is falling apart or in pieces less than specified can be rejected at the discretion of the Project Manager. The sod shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Roots shall be healthy and well matted. The sod shall be live (not dormant), fresh and uninjured at the time of delivery. The sod shall be free of grassy, invasive / exotic, broadleaf and sedge weeds, diseases, insects and nematodes (of injured populations).
3. These specifications are to be used in conjunction with Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction 2010 Section 981-1 through 981-1.3 grassing and sod, or the latest version published. In the event that there is a discrepancy between these specifications, the more stringent shall take precedent and the final determination shall be made by the Project Manager.
4. The sod shall be fresh cut and shall not be left on the pallet for more than a period of seventy-two (72) hours. A letter of certification from the vendor as to when the sod was cut shall be provided to the Project Manager upon delivery of the sod to the job site.
5. The CONTRACTOR shall install the side of greater length of the sod parallel with the road surface. All edges of the sod shall be placed so that no gaps between the edges are visible. The pieces shall be laid so that the edges are staggered from each other by at least six inches (6"). The edge of the new sod that adjoins the undisturbed areas shall not be allowed to overlap and shall be installed in such a way that there will not be an apparent edge visible. The CONTRACTOR shall be responsible to insure that the surface of the installed sod is sufficiently smooth. There shall be no overlapping of the sod allowed.
6. If it is determined that the sod has not been installed properly leaving a rough appearance which is not sufficiently smooth, the COUNTY may require the CONTRACTOR to roll the areas in question. If so the vendor shall do so using a lightweight turf roller which

will provide a true and even surface without any displacement or deformation of the sod. The CONTRACTOR shall do this at no additional cost to the COUNTY.

7. The sod provided shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod, the CONTRACTOR shall treat affected areas at no additional cost to the COUNTY. The process for treating these areas shall be approved by the Project Manager.

### **1.7 Watering**

1. The COUNTY may request that the CONTRACTOR to water the sod that they have installed. There shall be an equivalent of one (1) inch water spread over the newly laid sod for each application. The COUNTY will specify the quantity and day of applications.
2. The CONTRACTOR shall supply any water needed for watering of the installed sod. The cost for the water shall be part of the price shown on the CONTRACTOR pricing section. The COUNTY does not have a municipal water supply, therefore it is the responsibility of the CONTRACTOR to secure and pay for any water needed to complete any work as outlined in this contract.

### **1.8 Method of Measurement.**

1. The CONTRACTOR shall be paid per the unit cost that is described in **Exhibit E**. The Notice to Proceed shall have estimated quantities noted on it. If for some reason the estimated quantities are significantly different than the actual quantity, the CONTRACTOR shall notify the COUNTY of the difference as soon as possible.
2. NO QUANTITIES ARE GUARANTEED. The CONTRACTOR shall complete the work as ordered by the Project Manager, and the contract shall be binding only for the actual quantities ordered.

### **1.9 Basis of Payment.**

1. Payment shall be full compensation for furnishing all equipment, materials, fuel, labor, maintenance of traffic, mobilization, and all incidentals necessary to complete all work as specified. The CONTRACTOR shall be compensated at the unit price, as specified in the CONTRACTOR's bid proposal, multiplied by the actual measured acres completed and accepted by the COUNTY, less any damages assessed.

**EXHIBIT C**  
**GENERAL 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 Extensions
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. Damage
15. Protection of Existing Structures, Utilities, Work and Vegetation
16. Equipment
17. Sanitation
18. Other Work
19. Bonds
20. Final Inspection
21. Final Acceptance
22. Measurement and Payment
23. Warranty

## 1. INTENT OF CONTRACT DOCUMENTS

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the contract documents which combine to define the scope of work. 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. Drawings are intended to show general arrangements, design and extent of work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the work, trades, subcontracts, or extent of any part of the work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the CONTRACTOR shall be required to comply with the provision which is the more restrictive or stringent requirement upon the CONTRACTOR, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the work, whether or not called for by the contract documents.

## 2. ERRORS AND OMISSIONS

The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, or construction stakeout, the CONTRACTOR shall immediately notify the Project Manager in writing, of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and

fails to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

### 3. EMERGENCIES

- A. The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a twenty four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision for emergencies shall speak and understand English. The CONTRACTOR shall submit to the Project Manager, by certified mail, the phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the work site. 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 CONTRACTOR, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The CONTRACTOR shall give the Project Manager written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents have been caused thereby. 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 change order may be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

### 4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH / HAZARDOUS MATERIALS

- A. CONTRACTOR certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR 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 CONTRACTOR.

- B. Any item delivered 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; and
  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 CONTRACTOR must be reported immediately to the Project Manager and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY will share no responsibility for these costs. A copy of a completed compliance order with local, state, and federal agencies shall be given to the COUNTY.
- D. If any hazardous chemicals or conditions are discovered during the normal work operation, it is the responsibility of the CONTRACTOR to immediately contact the Project Manager with a description and the location of the condition.
- E. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided by the CONTRACTOR.
- F. 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 CONTRACTOR 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.

- G. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- H. CONTRACTOR shall be aware that while working for the COUNTY representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- I. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, properly operating amber flashing or white strobe light. All safety devices installed by the manufacturer shall be in place and in proper working order. If the Project Manager determines that equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.
- J. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. 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 CONTRACTOR'S Superintendent unless otherwise designated in writing to the Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

## 5. GENERAL INSPECTION REQUIREMENTS

- A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need require the CONTRACTOR to become fully informed as to where items are to be installed and/or 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 CONTRACTOR'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 CONTRACTOR on that individual project.
- B. CONTRACTOR shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the plans and specifications. If the Project

Manager so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work 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 parts removed, shall be at the CONTRACTOR'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 parts removed, shall be paid for as unforeseen work.

- C. If during or prior to construction 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 CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to construction 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 CONTRACTOR written notice of the defect. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the CONTRACTOR giving the CONTRACTOR another seven (7) calendar days to correct the defect. If the CONTRACTOR fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the Project Manager will notify the COUNTY so that the COUNTY may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.
- E. Should the CONTRACTOR 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 replace, as may be necessary, at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the CONTRACTOR has failed or refused to make, shall be paid for out of any monies due or which may become due the CONTRACTOR, 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, 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 CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the 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 construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.
- G. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications. In the event the Project Manager finds the materials or the finished product in which the materials are used 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.
- H. Materials shall be so placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Project Manager, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense.

## 6. PROJECT MANAGER

- A. 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.
- B. The Project Manager may appoint such assistants and representatives as desired. They will be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies COUNTY control or other supervision over the work done or the work site. This right is solely for the COUNTY'S benefit and imposes no duties or responsibilities on the COUNTY and confers no rights on any other parties. Such assistants will not be authorized to revoke, alter or waive any requirement of the contract documents.

- C. Project Manager will be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the contract documents, and will have the authority to reject materials until any questions at issue can be referred to and decided by the Project Manager. The Project Manager shall have the authority to suspend the work only if the COUNTY approves such suspension, if the Project Manager is someone other than the COUNTY. The CONTRACTOR shall be immediately notified in writing by the COUNTY of any suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the Project Manager or other assistant will in no way lessen the responsibility of the CONTRACTOR.
- D. Project Manager shall have the authority to order minor changes in the work not involving an adjustment to the contract amount or an extension to the contract time and not inconsistent with the intent of the contract documents. Such changes may be effected by construction directive and shall be binding on the CONTRACTOR.
- E. Project Manager shall have all other duties and responsibilities as set forth in other sections of this contract.

## 7. CONTRACT TIME AND TIME EXTENSIONS

- A. Unless otherwise provided, contract time shall mean the number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all work is to be completed. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others shall not be delayed or impaired by any act or omission of any act by the CONTRACTOR. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- B. Should the CONTRACTOR be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR 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 CONTRACTOR may have had to request a time extension.
- C. If the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR’s schedule. Extensions of contract time, if approved by the Project Manager, must be authorized by Change Order.

- D. Weather events are specifically excluded as excused cause for delay under this CONTRACT and no additional days shall be given for rain days.
- E. The COUNTY and the CONTRACTOR 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 after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the COUNTY. The CONTRACTOR 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 CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under .....	\$ 25
Over \$5,000 but less than \$10,000 .....	\$ 65
\$10,000 or more but less than \$20,000 .....	\$ 91
\$20,000 or more but less than \$30,000 .....	\$121
\$30,000 or more but less than \$40,000 .....	\$166
\$40,000 or more but less than \$50,000 .....	\$228
Over \$50,000 but less than \$250,000 .....	\$313
\$250,000 or more but less than \$500,000 .....	\$715
\$500,000 or more but less than \$2,500,000 .....	\$1,423
\$2,500,000 or more but less than \$5,000,000 .....	\$2,121
\$5,000,000 or more but less than \$10,000,000 .....	\$3,057
\$10,000,000 or more but less than \$15,000,000 .....	\$3,598
\$15,000,000 or more but less than \$20,000,000 .....	\$4,544
\$20,000,000 and over .....	\$8,537
Plus 0.00027 percent per day for amount over \$20,000,000	

- F. COUNTY shall retain from the compensation to be paid to CONTRACTOR the above described sum.

**8. HOURS OF OPERATION**

- A. Unless otherwise specified in the technical specifications or on the Notice to Proceed 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 CONTRACTOR 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 forty-eight (48) hours prior to the requested work day. Work on Saturdays may be permitted by verbal approval from the Project Manager. 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 will permission be given for work on New Years Day, Independence Day, Thanksgiving Day, or Christmas Day. 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 CONTRACTOR requests and is approved for Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.
- E. At the discretion of the Project Manager, the CONTRACTOR may be required to work non-traditional hours. Non-traditional hours are defined as work between the hours of 5:30 P.M. and 7:00 A.M. Such hours are considered night work and the CONTRACTOR shall be required to operate with light plants and perform Maintenance of Traffic (MOT) in a method appropriate for such operations. If required to perform such work, the CONTRACTOR shall only be permitted to assess the COUNTY the same number of Night Work charges as there are mobilization/demobilization charges for the area requiring such work. Any work performed during non-traditional hours at the discretion of the CONTRACTOR

but not at the requirement of the Project Manager shall not be eligible for payment of the Night Work Charges.

On the CONTRACTOR'S pricing sheet, attached hereto as **Exhibit E**, the CONTRACTOR shall indicate the additional cost for night work on a per mile basis. This cost shall indicate any additional costs that the CONTRACTOR may incur over the cost of the normal day time operations. The CONTRACTOR shall be eligible for reimbursement for night work if required by the Project Manager at the per mile rate shown on the bid sheet.

## 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 CONTRACTOR. Upon negotiation of the offer, execution and receipt of the Change Order, the CONTRACTOR shall commence performance of the work as specified.
- B. The CONTRACTOR 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 CONTRACTOR performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.
  - i. Claims by the CONTRACTOR shall be resolved in the following manner:

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 CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.

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

- ii. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the Project Manager as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to 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.
- iii. 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 construction site and for the site proper. All information shown in the contract documents constitutes the extent of land provided by the COUNTY. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner stating that the CONTRACTOR has permission to do so. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the CONTRACTOR shall be procured by the CONTRACTOR at the CONTRACTOR’S expense.
- B. As the work progresses, the CONTRACTOR shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the CONTRACTOR allows the site to become littered and unsightly, any payments otherwise due may be withheld until the CONTRACTOR cleans up the site to the satisfaction of the COUNTY. If the CONTRACTOR fails to clean up the site, the COUNTY may choose to clean up the site at the CONTRACTOR’S expense.
- C. The CONTRACTOR shall, absent written permission from a private property owner, confine all construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by

the contract documents, and shall not unreasonably encumber the projects determined by the Project Manager or the COUNTY, with construction equipment or materials. The CONTRACTOR 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 CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, construction equipment and machinery and surface materials and shall leave the project site clean and ready for occupancy by the COUNTY.

## 12. MAINTENANCE OF TRAFFIC (MOT)

- A. Maintenance of traffic shall be the responsibility of the CONTRACTOR, be part of the CONTRACTOR's bid price, and shall conform to F.D.O.T.'s most current editions of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems and the Federal Highway Administration (F.H.W.A.) "Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the F.D.O.T. website at: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications)
- B. All costs associated with MOT must be included in the CONTRACTOR's bid price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with the F.H.W.A and M.U.T.C.D. (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
- i. All lane closures shall have the prior approval of the Project Manager.
  - ii. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the work area.
  - iii. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the 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 CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. 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. DAMAGE**

- A. All items damaged as a result of CONTRACTOR or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, COUNTY sign or other property owned by the COUNTY, etc., shall be either repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the 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 CONTRACTOR, shall be the responsibility of the CONTRACTOR. COUNTY reserves the right to pay any such claims and deduct such amount from the CONTRACTOR'S invoice. Repairs, or receipt of repairs, will be completed and submitted to the COUNTY prior to submission of the CONTRACTOR'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 CONTRACTOR.
- B. Complaints shall be addressed within forty eight (48) hours and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The CONTRACTOR shall notify the COUNTY immediately of any complaints given directly to the CONTRACTOR.
- C. If in the course of completing work as part of this contract there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the Project Manager of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) days of the incident. If Law Enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the Project Manager.
- D. The CONTRACTOR shall be responsible for re-grading and re-sodding of any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

**15. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- A. Location of existing structures and utilities provided in the contract documents are approximate only. Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the contract documents, shall be repaired or restored promptly by, and at the expense of the CONTRACTOR.
- B. The CONTRACTOR 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 construction as may be determined by the Project Manager. The CONTRACTOR shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. Care will be taken by the CONTRACTOR in falling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The CONTRACTOR will be liable for, or may be required to replace or restore at his own expense, all vegetation that may be destroyed or damaged due to the CONTRACTOR'S failure to protect and preserve same as required herein.
- D. The CONTRACTOR 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 CONTRACTOR or any one for whom the CONTRACTOR 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 CONTRACTOR shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the CONTRACTOR.
- E. The CONTRACTOR shall not disturb any benchmark established by the COUNTY with respect to the project. If the CONTRACTOR, or its subcontractors, agents or any one for whom the CONTRACTOR is legally liable, disturbs COUNTY benchmarks, the CONTRACTOR shall immediately notify the Project Manager. The COUNTY shall have the benchmarks re-established and the CONTRACTOR shall be liable for all costs incurred by the COUNTY associated therewith. Such costs shall be deducted from any amounts due the CONTRACTOR.
- F. During the period of construction and the warranty period the CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the Crack Sealing including but not limited to, motor vehicles or pedestrians. The CONTRACTOR 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 CONTRACTOR or their representative

in the proper manner, will be settled by the COUNTY. The COUNTY shall recover all costs from the CONTRACTOR.

#### 16. **EQUIPMENT**

- A. CONTRACTOR 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 CONTRACTOR has insufficient equipment on the job to satisfactorily complete the work within the required time, the CONTRACTOR shall provide additional equipment as directed by the 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 determines that any equipment is deficient in any way, the CONTRACTOR 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 CONTRACTOR'S equipment by the Project Manager shall not relieve the CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the operation of the CONTRACTOR'S equipment, nor shall it relieve the CONTRACTOR of the responsibility to meet the established time for the completion of the service.
- B. Any equipment left within the right of way shall be outside the clear zone. No equipment shall be parked overnight in the median.
- C. All service and supply operations shall be conducted outside the clear zone. 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.

#### 17. **SANITATION**

- A. The CONTRACTOR 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. All such facilities shall be installed and maintained in accordance with applicable federal, state and local laws.

#### 18. **OTHER WORK**

- A. The CONTRACTOR will cooperate with COUNTY personnel or anyone who may be engaged in authorized work prior to final completion of the project.
- B. The CONTRACTOR 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 CONTRACTOR believes that such performance will involve additional expense to the CONTRACTOR or require additional time, the CONTRACTOR 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 CONTRACTOR fails to send the above required notice, the CONTRACTOR 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 CONTRACTOR shall afford each utility owner and other contractors (or the COUNTY, if the COUNTY is performing the 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 CONTRACTOR 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 CONTRACTOR'S work depends, for proper execution or results, upon the work of any other contractor other than a subcontractor or utility owner, the CONTRACTOR shall inspect and promptly report to the Project Manager, in writing within two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the CONTRACTOR to obtain proper execution or results. The CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and property for integration with the CONTRACTOR's work.

19. **BONDS**

Bonds are not required as part of this bid.

20. **FINAL INSPECTION**

- A. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.
- B. Upon written notice from the CONTRACTOR that the service has been completed (or upon receipt of an invoice), the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the CONTRACTOR if necessary of any deficiencies, if any, with the project. The CONTRACTOR shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time as stated on the Notice To Proceed, the Project Manager may send out a notification notifying CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the allowed time as stated on the Notice to Proceed.

- C. Once the deficiencies have been corrected, the CONTRACTOR shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the CONTRACTOR shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the CONTRACTOR, the Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the CONTRACTOR 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

**21. 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 CONTRACTOR 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 CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR 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.

**22. MEASUREMENT AND PAYMENT**

- A. All work completed under the terms of this contract shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the center line to center line shown on the plans, or the final dimensions measured of the completed work within the lines shown on the plans or designated by the Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished work as determined and authorized by the Project Manager.
- D. No payment shall be made for either construction over a greater area than authorized, or for material moved from outside of the boundary shown on the plans, except when such work is performed upon instructions of the Project Manager, with the COUNTY'S approval.

- E. No payment shall be made on materials that are stored either on-site or off-site unless approved in advance by the COUNTY. Invoices shall only request payment for those materials that have been incorporated into the work. Determination as to whether the materials have been stored or incorporated into the work shall be solely the COUNTY'S decision.
- F. The CONTRACTOR 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.
- G. Failure to complete any item to plan or authorized dimensions within the specification tolerances shall result in reconstruction by the CONTRACTOR to acceptable tolerances at no additional cost to the COUNTY, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

23. **WARRANTY**

- A. Warranty under this contract shall be for the sod and is as follows:
  - a. Sod shall be green and not dormant, roots shall be healthy and well matted allowing for signs of establishment within two (2) weeks.
  - b. Warranted to be free of noxious and invasive weeds, disease, and insects. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod.

EXHIBIT D



LAKE COUNTY  
FLORIDA

To: \_\_\_\_\_

From: Public Works Road Ops

Fax: \_\_\_\_\_

Phone: 352-253-4980

Phone: \_\_\_\_\_

Pages: 1

E-Mail: \_\_\_\_\_

Date: \_\_\_\_\_

Re: 10-0611 SWALE/DITCH CLEANING AND DIGGING AND RELATED SERVICES

**WORK REQUEST**

This is a Work Order per the site visit conducted with Merrill’s Grade-all and the Maintenance Area Supervisor.

- Grade-All work per hour (County supplies trucks)
- Grade-All work per hour (County supplies trucks) with sod
- Swale Work per foot dig only (Contractor supplies trucks)
- Swale work per foot with sod (Contractor supplies trucks)

Location: \_\_\_\_\_

Section: \_\_\_\_\_ Town: \_\_\_\_\_ Range: \_\_\_\_\_ Segment No: \_\_\_\_\_

Digging total length linear feet: \_\_\_\_\_ Digging Depth: \_\_\_\_\_

Estimated Hours: \_\_\_\_\_ Sod Estimate Sq Ft: \_\_\_\_\_

Start Date: \_\_\_\_\_

Notes: \_\_\_\_\_

Mark start and stop area with paint on road.

\_\_\_\_\_  
County Representative

\_\_\_\_\_  
Date

**EXHIBIT E: CONTRACTOR PRICING**

DESCRIPTION

UNIT PRICE PER LINEAR FOOT

**GRADE-ALL SERVICES\***

Hourly, COUNTY will haul the material \$ \_\_\_\_\_  
Per Hour

Per linear foot removal, CONTRACTOR to haul the material \$ \_\_\_\_\_  
(Based on 14 feet wide and one (1) foot deep increments) Per Foot

\* Mobilization and demobilization shall be included with unit grade-all services cost.

**SOD INSTALLED**

<b>Description</b>	<b>Unit</b>	<b>Unit</b>	<b>Unit</b>
<b>TYPE OF SOD</b>	<b>0-5,000 SQ. FT. /Task Order</b>	<b>5,001-10,000 SQ. FT. /Task Order</b>	<b>OVER 10,000 SQ. FT. /Task Order</b>
<b>Bahia</b>	per sq. ft	per sq. ft	per sq. ft
<b>St. Augustine</b>	per sq. ft	per sq. ft	per sq. ft
<b>Watering of sod</b>	per sq. ft	per sq. ft	per sq. ft