LAKE COUNTY
FLORIDA

CONTRACT NO. 12-0417

for Guardrail Weed Trimming And Trash Removal

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **USA Services of Florida, Inc.** (hereinafter "Contractor") to supply **Guardrail Weed Trimming and Trash Removal** to the County pursuant to County Bid number **12-0417** (hereinafter "Bid") and Contractor's **03-13-2012** Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: Addendum 1

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **April 1, 2012** through **March 31, 2013** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer

Date: 3-27-2012

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)
GUARDRAIL WEED TRIMMING AND TRASH REMOVAL

RFP Number:	12-0417	Contracting Officer:	Sandra Rogers
Proposal Due Date:	March 14th, 2012	Pre-Proposal Conference Date:	See Section 1.4
Proposal Due Time:	3:00 PM	RFP Issue Date:	February 9, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	**Not applicable for this RFP**
Certificate of Competency/License:	**Not applicable for this RFP**
Indemnification/Insurance:	**See Section 1.8**
Pre-Proposal Conference:	**See Section 1.4**

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Procurement Services' Office within ten (10) working days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified exhibits may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return all items as outlined in Section 1.9.2 Proposal Submittal, and attach all other information requested in this RFP. 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 solicitation is to establish a contract to trim all vegetation and remove all trash from around the guardrails in conjunction with County's requirements.

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

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than ten (10) working days before the proposal opening date.

Sandra Rogers, Contracting Officer
Lake County BCC
Procurement Services' Office
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839
Fax: 352.343.9473
E-mail: srogers@lakecountyfl.gov

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

Section 1.3: Method of Award

An 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 upon the following criteria:

1. Must have successfully performed at least five (5) similar projects throughout the last three (3) years.
2. Proposed cost/fee schedule.
3. Have an assigned Safety Officer that holds monthly safety meetings.
4. Validate the degree to which the proposer incorporates Lake County-based employees or subcontractors within their operational plan.
5. Confirm the ability to complete the work within the specified time.
6. Have access to the proper equipment and personnel needed to complete the work as outlined in this solicitation.

Section 1.4: Pre-Proposal Conference

There shall be a non-mandatory pre-proposal conference held on February 24th, 2012 at 10:00 am in the Procurement Services' Office, 315 W. Main Street, Suite 441, Tavares, FL.

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 Months

This contract is contingent upon the completion and submittal of all required pre-award documents and shall commence with the issuance of a properly executed purchase order succeeding approval of the contract by the Board of County Commissioners, unless otherwise stipulated in the Notice of Award Letter distributed by the Procurement Services' Office. The initial contract term shall be twelve months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)

Prior to, or upon completion of, the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to the price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), CPI and Wage and Benefits Calculators. **It is the vendor's responsibility to request in writing any pricing adjustment under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor, and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the vendor may petition the Procurement Services' Director in writing for an appropriate increase in the contract price(s). Any increase in

the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:
State of Florida Department of Management Services http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel for unleaded gas/diesel, Florida PAD 1, Orlando

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

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

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

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment

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

All invoices shall contain the contract and/or purchase order number, date and location of

delivery or service. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218; Florida Statutes.

Section 1.8: Insurance

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

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

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

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

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

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

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

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

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

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

Section 1.9: Delivery and Completion of Solicitation Response

Section 1.9.1: 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 Procurement Services' Office.

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. A response will not be considered for award if received in the Procurement Services' Office after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

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

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

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

TAVARES, FLORIDA

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

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

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

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

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

Section 1.9.2 Proposal Submittal

The vendor shall provide one (1) original and one (1) copy of the following items and shall be included and submitted with your proposal:

Tab A. RFP Coversheet completed.

Tab B. Statement of Interest – to be submitted on the firm's letterhead and include the following:

1. Concisely state the firm's understanding of the services required by the County.
2. Include additional relevant information not requested elsewhere in the RFP.
3. The signature on the statement shall be that of a person authorized to represent and bind the firm.

Tab C. Firm Profile Form. Also attach copy of Federal Identification Number and Business License(s).

Tab D. Team Composition Form. Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form. Vendor shall indicate the degree to which the proposer incorporates Lake County-based employees or subcontractors within their operational plan.

Tab E. Similar Projects Form. Reference similar work efforts (at least five (5) verifiable) performed by your firm within the last three (3) years, to other

public sector organizations in the State of Florida; County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)

Tab F. Pricing/Certifications/Signature Forms. Complete and sign Section 4 Forms attached.

Tab G. Proof of Insurance. 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 H. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. Provide clear and succinct information that will offer insight to the County about the financial qualifications, fitness and stability of the proposer.

Tab I. Each proposer shall provide a complete list of equipment and personnel being utilize for this solicitation.

Section 1.10: Special Notice to Vendors Regarding Federal and/or State Requirements

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

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.11: Local Office Shall be Available

The vendor shall maintain an office within the geographic boundaries of Central Florida (defined as Lake (preferred), Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter Counties). This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

The County reserves the right to perform an inspection of the local office during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the qualifications of the vendor to which award will be made under this solicitation. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County in this regard shall be final.

SCOPE OF SERVICES

The price supplied by the vendor shall be all inclusive to include all items such as but not limited to Maintenance of Traffic (MOT), equipment, travel, materials, and labor, etc… to complete the tasks as outlined within this RFP.

General Requirements:

The trimming of vegetation and trash removal is to be accomplished within five (5) weeks for each cycle. There shall be five (5) cycles per year. The cycle dates will begin on or about the following as directed by the Project Manager:

- Trimming\trash cycle 1: April 2
- Trimming\trash cycle 2: May 14
- Trimming\trash cycle 3: June 25
- Trimming\trash cycle 4: August 6
- Trimming\trash cycle 5: September 17

The County uses a Project Order form (Exhibit E) that shall be either e-mailed (preferred method) or faxed to the vendor. The form shall include the cycle dates and other details of the work to be done as requested by the Project Manager. No work shall commence without the issuance of this form.

Once the vendor establishes a route for the completion of the work, this route shall not be changed. Each cycle shall be completed using the same route and the same time line. For example, if the vendor chooses not to start the cycle until two (2) weeks after the Project Order form has been issued, then each subsequent cycle shall be started on the same road and at the same start time of two (2) weeks after the Project Order form has been provided. There shall be no variation in the route or time line without the prior approval of the Project Manager.

The vendor shall submit a daily schedule to the Project Manager showing the locations to be worked each day. The vendor shall contact the Project Manager by e-mail (preferred method) or fax 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 vendor has to change the schedule or is aware of an upcoming schedule change, they shall contact the Project Manager within twenty four (24) hours of the change. The vendor shall maintain coordination with the Project Manager at all times.

The lengths of the guardrails have been inventoried and the measurements are as shown in SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES. As stated in the Technical Requirements, the vendor shall maintain an additional 6 feet on each end of the guardrail. This additional length *IS NOT* included in the measurements shown and the vendor should take this into consideration when calculating their cost to complete the work. It is the responsibility of the vendor to verify the measurement that is stated in the pricing section. Any discrepancies concerning measurements shall be resolved and confirmed by the Project Manager prior to beginning the work. The vendor shall not be entitled to any additional compensation for the extra work performed if the vendor completes the work without the confirmation from the Project Manager.

Technical Requirements

Litter Removal

1. The vendor shall remove all litter from the area around the guardrail in conjunction with the trimming to allow for a neat appearance after completion of the work. The process of removing the litter shall take place no more than twenty-four (24) hours in advance of the trimming operation.

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

3. The vendor shall be responsible for the pickup, removal, and disposal from the area items such as, but not limited to, bottles, cans, wood, tires, bags of trash, newspapers, cigarette packages, magazines, boxes, food containers, and sheets of paper.

4. The vendor shall provide proof of the proper disposal of debris removed from the work site that is part of this solicitation. A ticket showing the proper disposal at an approved State Permitted Facility shall be provided with the invoice. These tickets shall be marked with the corresponding date of removal and the cycle number.

5. The vendor is not responsible for large items such as refrigerators, washers, or household furniture. If the vendor does encounter such items, they shall contact the Project Manager with the location. The vendor is not required to remove grass cuttings from the right-of-way. The vendor shall be required to remove any trimmed branches greater than ¼" in circumference.

Trimming

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

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

3. If there is brush or trees growing behind or over the guardrail, the vendor shall be responsible to trim these items. All such items shall be trimmed to a height of seven (7) feet above the edge of pavement. This trimming shall extend from three (3) feet behind the guardrail to the edge of pavement or travel lane.

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

5. The use of any herbicide is specifically prohibited under this contract.

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 exhibits specifically incorporated.
Contractor: The vendor to whom award has been made.
County: Shall refer to Lake County, Florida.
Modification: A written change to a contract.
Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.
Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.
Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

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

3.2 INSTRUCTIONS TO PROPOSERS

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

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

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

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

D. Contents of Solicitation and Proposers' Responsibilities
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 <u>not</u> discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals
1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

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

H. Prompt Payment Terms
It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. 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 Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
C. An authorized agent of the proposers firm must sign the proposal. 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 COLLUSION
Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

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

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

3. 7 INCURRED EXPENSES
This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract 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.

3.8 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.

3.9 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 due date in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION
The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD
A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
F. Any tie situations will be resolved in consonance with current written procedure in that regard.
G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the contract award date may be rejected.

3.12 GENERAL CONTRACT CONDITIONS
The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of

contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services' Office for resolution.

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

3.14 CONTRACT EXTENSION
The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

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

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

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

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

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

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

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

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

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

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

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

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

3.27 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor

will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

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

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

3.30 PUBLIC RECORDS
All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor 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 vendor's office or facility. The vendor 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 vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

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

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

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

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

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

3.36 TRUTH IN NEGOTIATION CERTIFICATE
For all agreements exceeding $150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

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

Group ID	Route	Route Back	Route Ahead	Rail Length
G2729-A	East Dewey Robbins Rd (2729)	OAKENWALT AV	GLORY RD	303.00
G2729-B	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	551.00
G2729-C	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	477.00
G2729-D	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	140.00
G2729-E	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	216.00
G2729-F	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	341.00
G2729-G	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	315.00
G3024-A	Number Two Rd (3024)	SILVERWOOD LN	HEALD LN	315.00
G3024-B	Number Two Rd (3024)	HEALD LN	SILVERWOOD LN	313.00
G3024-C	Number Two Rd (3024)	SILVERWOOD LN	Mare Av	288.00
G3024-D	Number Two Rd (3024)	Mare Av	SILVERWOOD LN	289.00
G4908-A	Griffin Rd (4908)	MANOR DR	Snowberger Av (4807A)	239.00
G5105-A	Lewis Rd (5105)	WINGSPREAD DR	Lake Myrtle Bv (5204)	403.00
G5433-A	Radio Rd (5433)	Highland Rd (5333)	Treadway School Rd (5335)	27.00
G5433-B	Radio Rd (5433)	Silver Bluff Dr (4933)	STONEPARK DR	156.00
G5433-C	Radio Rd (5433)	SHADEMOOR DR	Silver Bluff Dr (4933)	300.00
G5507-A	Dixie Av (5507)	Fruitland St	SUNSET WY	158.00
G5507-B	Dixie Av (5507)	SUNSET WY	Fruitland St	541.00
G5507-C	Dixie Av (5507)	PENNSYLVANIA AV	PALM ST	79.00
G5710-C	Picciola Rd (5710)	WOOD DUCK LN	Picciola Cutoff (5509)	40.00
G5710-D	Picciola Rd (5710)	Citrus Cr (5510)	RABBIT HASH RD	203.00
G7528-A	Emeralda Island Rd (7528)	JOHNS COVE	SHEILA LN	120.00
G7528-B	Emeralda Island Rd (7528)	Emeralda Island Rd (7528)	JOHNS COVE	94.00
G7528-C	Emeralda Island Rd (7528)	JOHNS COVE	SHEILA LN	195.00
G7528-D	Emeralda Island Rd (7528)	Emeralda Island Rd (7528)	JOHNS COVE	202.00
G7611A-A	French Rd (7611A)	DOGWOOD WY	Lake Griffin Rd (7611)	1288.00
G7807-A	Griffin Av (7807)	Grays Airport Rd (7310)	OAK LODGE LN	164.00
G8010-A	Marion County Rd (8010)	ELEANOR LN	TALL PINE ST	407.00
G8010-B	Marion County Rd (8010)	Lake Griffin Rd (7611)	Singletary Rd (7917)	428.00
G0439-A	Green Swamp Rd (0439)	CR 474 (0141)	Dwights Rd (0539)	27.00
G0439-B	Green Swamp Rd (0439)	Dwights Rd (0539)	CR 474 (0141)	27.00
G0439-C	Green Swamp Rd (0439)	Dwights Rd (0539)	CR 474 (0141)	27.00
G0439-D	Green Swamp Rd (0439)	CR 474 (0141)	Dwights Rd (0539)	27.00
Green Swamp Rd.	Bridge Barrier Walls	Dwights Rd (0539)	CR 474 (0141)	40.00
Green Swamp Rd.	Bridge Barrier Walls	CR 474 (0141)	Dwights Rd (0539)	40.00
G0539-A	Dwights Rd (0539)	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	34.00
G0539-B	Dwights Rd (0539)	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	34.00
G0539-C	Dwights Rd (0539)	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	34.00
G0539-D	Dwights Rd (0539)	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	32.00

Dwights Rd.	Bridge Barrier Walls	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	40.00
Dwights Rd.	Bridge Barrier Walls	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	40.00
G0542-A	Lake Nellie Rd (0542)	State Park Dr	Compton Dr	34.00
G0542-B	Lake Nellie Rd (0542)	State Park Dr	Compton Dr	34.00
G0542-C	Lake Nellie Rd (0542)	Compton Dr	State Park Dr	34.00
G0542-D	Lake Nellie Rd (0542)	Compton Dr	State Park Dr	34.00
Lk. Nellie Rd.	Bridge Barrier Walls	Compton Dr	State Park Dr	40.00
Lk. Nellie Rd.	Bridge Barrier Walls	State Park Dr	Compton Dr	40.00
G0835-A	Log House Rd (0835)	North Crescent Ln (0837A)	Lakeshore Dr (1040)	326.00
G1038-A	Bronson Rd (1038)	Marseilles Bv (0936C)	Bronson Rd (1038)	149.00
G1038-B	Bronson Rd (1038)	Bronson Rd (1038)	Marseilles Bv (0936C)	154.00
G1040-A	Lakeshore Dr (1040)	Point Nellie Dr (0737A)	Suggs Rd (0739)	73.00
G1040-AA	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	152.00
G1040-AB	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	110.00
G1040-AC	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	71.00
G1040-AD	Lakeshore Dr (1040)	BRUNELLO CR	Sunset Av (1246)	39.00
G1040-AE	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	27.00
G1040-AF	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	103.00
G1040-AG	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	104.00
G1040-AH	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	151.00
G1040-AI	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	133.00
G1040-AJ	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	52.00
G1040-AK	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	49.00
G1040-AL	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	350.00
G1040-AM	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	163.00
G1040-AN	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	133.00
G1040-AO	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	68.00
G1040-AP	Lakeshore Dr (1040)	HILL DR	BROGDEN DR	27.00
G1040-AQ	Lakeshore Dr (1040)	Hooks St (1346)	THE CRESCENT	40.00
G1040-B	Lakeshore Dr (1040)	Suggs Rd (0739)	Point Nellie Dr (0737A)	81.00
G1040-G	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	53.00
G1040-H	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	127.00
G1040-I	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	109.00
G1040-J	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	119.00
G1040-K	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	102.00
G1040-L	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Amber Av (1044)	209.00
G1040-M	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Amber Av (1044)	154.00
G1040-N	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	80.00
G1040-O	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	89.00
G1040-P	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	62.00
G1040-Q	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	111.00
G1040-R	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	29.00
G1040-S	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	152.00
G1040-T	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	CLAYWOOD DR	33.00
G1040-U	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	80.00
G1040-V	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	67.00
G1040-W	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	46.00
G1040-X	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	39.00
G1040-Y	Lakeshore Dr (1040)	BRUNELLO CR	CLAYWOOD DR	67.00

G1040-Z	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	258.00
G1146-A	Anderson Hill Rd (1146)	El Viento St (1146A)	US HWY 27	104.00
G1213-A	Empire Church Rd (1213)	HONEYCOMB RD	Anderson Rd (1317)	105.00
G1213-B	Empire Church Rd (1213)	Anderson Rd (1317)	HONEYCOMB RD	103.00
G1310-A	Mascotte Empire Rd (1310)	LAKE LINDA RD	DOYLES FARM RD	344.00
G1310-B	Mascotte Empire Rd (1310)	LAKE LINDA RD	DOYLES FARM RD	62.00
G1551-C	CR 50/Old Hwy 50 (1551)	Turkey Lake Farm Rd (1750)	North Hancock Rd (1354)	78.00
G1846-A	Grassy Lake Rd (1846)	Florida Turnpike	CR 561A (2146)	228.00
G1846-B	Grassy Lake Rd (1846)	CR 561A (2146)	Florida Turnpike	53.00
G1846-C	Grassy Lake Rd (1846)	Sullivan Rd (2044)	Florida Turnpike	53.00
G1846-D	Grassy Lake Rd (1846)	Turkey Farm Rd (1750)	North Grassy Lake Rd (1944)	276.00
G1864-A	Ridgewood Av (1864)	Sugar Berry Ln (1868)	Elderberry Dr (1869)	276.00
G2038-A	East Apshawa Rd (2038)	Whisperwind Dr (2039A)	Tuscarora Ln (2039B)	260.00
G2038-B	East Apshawa Rd (2038)	US HWY 27	ZALTANA CR	429.00
G2427-A	O'Brien Rd (2427)	US HWY 27	Florida Turnpike	152.00
G2427-B	O'Brien Rd (2427)	Florida Turnpike	SUNNY HILLS LN	228.00
G2427-C	O'Brien Rd (2427)	Florida Turnpike	Florida Turnpike	127.00
G2427-D	O'Brien Rd (2427)	SUNNY HILLS LN	Florida Turnpike	252.00
G2427-E	O'Brien Rd (2427)	BOONDOCK RD	SUNNY HILLS LN	156.00
G2427-F	O'Brien Rd (2427)	SUNNY HILLS LN	BOONDOCK RD	153.00
G2439-A	South Buckhill Rd (2439)	CR 455 (2354)	BUCKHILL LN	1003.00
G2713-A	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	153.00
G2713-B	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	151.00
G2713-C	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	152.00
G2713-D	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	150.00
G2713-E	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	201.00
G2713-F	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	202.00
G2713-G	Bridges Rd (2713)	Florida Turnpike	US HWY 27	439.00
G2713-H	Bridges Rd (2713)	US HWY 27	Florida Turnpike	278.00
G2713-I	Bridges Rd (2713)	US HWY 27	Florida Turnpike	415.00
G0500A-A	Old 441 (0500A)	ROBIE AV	CAMP AV	265.00
G0500A-B	Old 441 (0500A)	CAMP AV	JOHNS AV	278.00
G0500A-C	Old 441 (0500A)	ROBIE AV	CAMP AV	354.00
G0500A-D	Old 441 (0500A)	CAMP AV	JOHNS AV	322.00
G0500A-H	Old 441 (0500A)	Bay Rd (4260)	INDUSTRY DR	150.00
G0500A-I	Old 441 (0500A)	INDUSTRY DR	Bay Rd (4260)	152.00
G3880-A	Robie Av (3880)	Rossiter St	AMY ST	27.00
G3888-A	CR 435 (3888)	Deal Dr (4288)	Dubsdread Dr (3988)	176.00
G3888-B	CR 435 (3888)	KOWLMAN BV	MUSSELBERG PL	152.00
G3888-C	CR 435 (3888)	KOWLMAN BV	MUSSELBERG PL	103.00
G3888-D	CR 435 (3888)	MUSSELBERG PL	KOWLMAN BV	288.00
G3986-A	CR 437 (3986)	Plymouth Hollow Cr (3986A)	Oak Ln (3885)	152.00
G4188-A	Carnoustie Dr (4188B)	Westward Ho Av (4288A)	Westchester Av (4188)	97.00
G4288A-A	Westward Ho Av (4288A)	EXETER PL	Deal Dr (4288)	174.00
G4583-A	Wolf Branch Rd (4583)	Robert D Rd (4581)	WENDELL LN	397.00
G4583-B	Wolf Branch Rd (4583)	WENDELL LN	Robert D Rd (4581)	400.00
G4587-A	Wallick Rd (4587)	End of road	End of road	41.00
G4672-A	Old Eustis Rd (4672)	OAKE LEAF CR	STEWART LN	39.00
G4672-B	Old Eustis Rd (4672)	STEWART LN	OAKE LEAF CR	37.00
G4672-C	Old Eustis Rd (4672)	OAKE LEAF CR	STEWART LN	211.00

G5072-D	Waycross Av (5072)	East Lake Joanna Dr (5175)	ORANGE BRANCH RD	84.00
G5072-E	Waycross Av (5072)	Wesley Rd (5176)	East Lake Joanna Dr (5175)	302.00
G5154-A	Lakeshore Dr (5154)	KING ST	SHARPS CR	139.00
G5154-B	Lakeshore Dr (5154)	SHARPS CR	KING ST	188.00
G5154-C	Lakeshore Dr (5154)	SHARPS CR	KING ST	188.00
G5154-D	Lakeshore Dr (5154)	KING ST	SHARPS CR	181.00
G6159-B	CR 19A (6159)	RAINBOW RD	CR 44 (6143)	41.00
G6581-A	Calhoun Rd (6581)	FOX KNOLL RD	JENNY LN	302.00
G6745-A	Apiary Rd (6745)	Fish Camp Rd (6847)	End of Co Maint	682.00
G6882-A	Rollingwood Tl (6882)	End of Co Maint	CR 439 (7483)	54.00
G6882-B	Rollingwood Tl (6882)	CR 439 (7483)	End of Co Maint	54.00
G6883-A	Quale Grove Rd (6883)	Deerwoods Dr	CR 439 (7483)	202.00
G7187-A	Lake Norris Rd (7187)	Lester Wy (6787)	Ebersole Rd (7688)	94.00
G7187-B	Lake Norris Rd (7187)	Ebersole Rd (7688)	Lester Wy (6787)	207.00
G7187-C	Lake Norris Rd (7187)	Ebersole Rd (7688)	Lester Wy (6787)	320.00
G7187-D	Lake Norris Rd (7187)	Lester Wy (6787)	Ebersole Rd (7688)	100.00
G7581-A	Wiygul Rd (7581)	CR 44A (7077)	ENCHANTED LN	489.00
G7676-A	Twin Ponds Rd (7676)	Skyline Dr (7773)	Lake Burns Rd (7575)	504.00
G7773-A	Skyline Dr (7773)	Skyline Dr (7773)	CASSADY ST	272.00
G7972-A	Fletcher Rd (7972)	GLENDALE AV	Webster Hill Rd (7873)	78.00
G7972-B	Fletcher Rd (7972)	TUCK A WAY LN	SR 19	77.00
G8165-A	Keene Rd (8165)	CHANCERY LN	Carrie Ln (8170)	503.00
G8190-A	Maggie Jones Rd (8190)	Coffgardner Rd	Her Mar Rd	28.00
G8190-B	Maggie Jones Rd (8190)	Coffgardner Rd	Her Mar Rd	31.00
G8190-C	Maggie Jones Rd (8190)	Her Mar Rd	Coffgardner Rd	28.00
G8190-D	Maggie Jones Rd (8190)	Her Mar Rd	Coffgardner Rd	28.00
Maggie Jones Rd.	Bridge Barrier Walls	Coffgardner Rd	Her Mar Rd	40.00
Maggie Jones Rd.	Bridge Barrier Walls	Her Mar Rd	Coffgardner Rd	40.00
G8589A-A	Sunset Dr (8589A)	Pine Ridge Rd (8689)	Fishermans Rd (8589)	61.00
G8589A-B	Sunset Dr (8589A)	Fishermans Rd (8589)	Pine Ridge Rd (8689)	64.00
G8991A-A	Veva Av (8991A)	Pennsylvania St (8991)	Washington Dr (8992B)	96.00
G8991A-B	Veva Av (8991A)	Washington Dr (8992B)	Pennsylvania St (8991)	165.00
G9588-A	Alco Rd. (9588)	MAXWELL St.	Dexter Rd (9589)	154.00
G9588-B	Alco Rd (9588)	Dexter Rd	MAXWELL ST	165.00
			Total linear feet	30,110

Item #	Item Description	Quantity in Linear Feet (A)	Unit Price, per Linear Feet (B)	Extended Price (A x B = C)
1	Guardrail weed trimming and trash removal	30,110	$	$

** This quantity shown is only for the length of the guardrail. It does not take into account the additional six (6) feet on each end of the guardrail as stated in the Technical Requirements. The vendor should take this into consideration when calculating their cost to complete the work.

FTP TITLE: GUARDRAIL WEED TRIMMING AND TRASH REMOVAL

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

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP: 1) 2) Addendum #1, Dated: _____ Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this RFP.

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
Vendor will accept payment using the County's VISA-based electronic payment system: ☒ Yes ☐ No

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

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

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.

General Vendor Information and Proposal Signature:

Firm Name: USA Services of Florida

Street Address: 448 Spring Hammock Ct, Longwood, FL 32750

Mailing Address (if different): PO Box 520580, Longwood, FL 32752

Telephone No.: 407-339-1800 **Fax No.:** 407-339-0241 **E-mail:** michael@usaservicesfl.com

FEIN No. 59 - 2936530 **Prompt Payment Terms:** 0 % 0 **days, net** 30

Signature: [signature] **Date:** 3/13/12

Print Name: Michael Latanza **Title:** V.P.

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

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

Vendor awarded as:

☒ **Sole vendor** ☐ **Pre-qualified pool vendor based on price**

☐ **Pre-qualified pool vendor (spot bid)** ☐ **Primary vendor for items:**

Signature of authorized County official: Sandra Rogers **Date:** 3/26/2012

Printed name: Sandra Rogers **Title:** Contracting Officer

LAKE COUNTY
FLORIDA

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

PHONE:(352)343-9839
FAX:(352) 343-9473
www.lakegovernment.com

ADDENDUM NO. 1
Date: February 24, 2012
ITB No. 12-0417

RFP Title: Guardrail Weed Trimming and Trash Removal

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

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

See revised Pricing Sheet attached.

Firm Name: USA Services Date: 3/13/12

Signature: Title: VP

Typed/Printed Name: CARMINE LATANZA

RFP 12-0417 Addendum #1 Revised Pricing Section

Grd_ID	Route	Route Back	Route Ahead	Rail Length
G2729-A	East Dewey Robbins Rd (2729)	OAKENWALT AV	GLORY RD	303.00
G2729-B	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	551.00
G2729-C	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	477.00
G2729-D	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	140.00
G2729-E	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	216.00
G2729-F	East Dewey Robbins Rd (2729)	Citrus Valley Rd (2729A)	SR 19	341.00
G2729-G	East Dewey Robbins Rd (2729)	SR 19	Citrus Valley Rd (2729A)	315.00
G3024-A	Number Two Rd (3024)	SILVERWOOD LN	HEALD LN	315.00
G3024-B	Number Two Rd (3024)	HEALD LN	SILVERWOOD LN	313.00
G3024-C	Number Two Rd (3024)	SILVERWOOD LN	Mare Av	288.00
G3024-D	Number Two Rd (3024)	Mare Av	SILVERWOOD LN	289.00
G4908-A	Griffin Rd (4908)	MANOR DR	Snowberger Av (4807A)	239.00
G5105-A	Lewis Rd (5105)	WINGSPREAD DR	Lake Myrtle Bv (5204)	403.00
G5433-A	Radio Rd (5433)	Highland Rd (5333)	Treadway School Rd (5335)	27.00
G5433-B	Radio Rd (5433)	Silver Bluff Dr (4933)	STONEPARK DR	156.00
G5433-C	Radio Rd (5433)	SHADEMOOR DR	Silver Bluff Dr (4933)	300.00
G5507-A	Dixie Av (5507)	Fruitland St	SUNSET WY	158.00
G5507-B	Dixie Av (5507)	SUNSET WY	Fruitland St	541.00
G5507-C	Dixie Av (5507)	PENNSYLVANIA AV	PALM ST	79.00
G5710-C	Picciola Rd (5710)	WOOD DUCK LN	Picciola Cutoff (5509)	40.00
G5710-D	Picciola Rd (5710)	Citrus Cr (5510)	RABBIT HASH RD	203.00
G7528-A	Emeralda Island Rd (7528)	JOHNS COVE	SHEILA LN	120.00
G7528-B	Emeralda Island Rd (7528)	Emeralda Island Rd (7528)	JOHNS COVE	94.00
G7528-C	Emeralda Island Rd (7528)	JOHNS COVE	SHEILA LN	195.00
G7528-D	Emeralda Island Rd (7528)	Emeralda Island Rd (7528)	JOHNS COVE	202.00
G7611A-A	French Rd (7611A)	DOGWOOD WY	Lake Griffin Rd (7611)	1288.00
G7807-A	Griffin Av (7807)	Grays Airport Rd (7310)	OAK LODGE LN	164.00
G8010-A	Marion County Rd (8010)	ELEANOR LN	TALL PINE ST	407.00
G8010-B	Marion County Rd (8010)	Lake Griffin Rd (7611)	Singletary Rd (7917)	428.00
G0439-A	Green Swamp Rd (0439)	CR 474 (0141)	Dwights Rd (0539)	27.00
G0439-B	Green Swamp Rd (0439)	Dwights Rd (0539)	CR 474 (0141)	27.00
G0439-C	Green Swamp Rd (0439)	Dwights Rd (0539)	CR 474 (0141)	27.00
G0439-D	Green Swamp Rd (0439)	CR 474 (0141)	Dwights Rd (0539)	27.00
G0439	Bridge Barrier Walls	Dwights Rd (0539)	CR 474 (0141)	40.00
G0439	Bridge Barrier Walls	CR 474 (0141)	Dwights Rd (0539)	40.00
G0539-A	Dwights Rd (0539)	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	34.00
G0539-B	Dwights Rd (0539)	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	34.00
G0539-C	Dwights Rd (0539)	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	34.00
G0539-D	Dwights Rd (0539)	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	32.00
G0539	Bridge Barrier Walls	Lake Nellie Rd (0542)	Green Swamp Rd (0439)	40.00
G0539	Bridge Barrier Walls	Green Swamp Rd (0439)	Lake Nellie Rd (0542)	40.00
G0542-A	Lake Nellie Rd (0542)	State Park Dr	Compton Dr	34.00
G0542-B	Lake Nellie Rd (0542)	State Park Dr	Compton Dr	34.00
G0542-C	Lake Nellie Rd (0542)	Compton Dr	State Park Dr	34.00
G0542-D	Lake Nellie Rd (0542)	Compton Dr	State Park Dr	34.00
G0542	Bridge Barrier Walls	Compton Dr	State Park Dr	40.00
G0542	Bridge Barrier Walls	State Park Dr	Compton Dr	40.00
G0835-A	Log House Rd (0835)	North Crescent Ln (0837A)	Lakeshore Dr (1040)	326.00
G1038-A	Bronson Rd (1038)	Marseilles Bv (0936C)	Bronson Rd (1038)	149.00
G1038-B	Bronson Rd (1038)	Bronson Rd (1038)	Marseilles Bv (0936C)	154.00
G1040-A	Lakeshore Dr (1040)	Point Nellie Dr (0737A)	Suggs Rd (0739)	73.00
G1040-AA	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	152.00

G1040-AB	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	110.00
G1040-AC	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	71.00
G1040-AD	Lakeshore Dr (1040)	BRUNELLO CR	Sunset Av (1246)	39.00
G1040-AE	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	27.00
G1040-AF	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	103.00
G1040-AG	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	104.00
G1040-AH	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	151.00
G1040-AI	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	133.00
G1040-AJ	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	52.00
G1040-AK	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	49.00
G1040-AL	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	350.00
G1040-AM	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	163.00
G1040-AN	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	133.00
G1040-AO	Lakeshore Dr (1040)	BROGDEN DR	Sunset Av (1246)	68.00
G1040-AP	Lakeshore Dr (1040)	HILL DR	BROGDEN DR	27.00
G1040-AQ	Lakeshore Dr (1040)	Hooks St (1346)	THE CRESCENT	40.00
G1040-B	Lakeshore Dr (1040)	Suggs Rd (0739)	Point Nellie Dr (0737A)	81.00
G1040-G	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	53.00
G1040-H	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	127.00
G1040-I	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	109.00
G1040-J	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	119.00
G1040-K	Lakeshore Dr (1040)	Amber Av (1044)	Lake Ridge Cr (1043)	102.00
G1040-L	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Amber Av (1044)	209.00
G1040-M	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	Amber Av (1044)	154.00
G1040-N	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	80.00
G1040-O	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	89.00
G1040-P	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	62.00
G1040-Q	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	111.00
G1040-R	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	29.00
G1040-S	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	152.00
G1040-T	Lakeshore Dr (1040)	Anderson Hill Rd (1146)	CLAYWOOD DR	33.00
G1040-U	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	80.00
G1040-V	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	67.00
G1040-W	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	46.00
G1040-X	Lakeshore Dr (1040)	CLAYWOOD DR	Anderson Hill Rd (1146)	39.00
G1040-Y	Lakeshore Dr (1040)	BRUNELLO CR	CLAYWOOD DR	67.00
G1040-Z	Lakeshore Dr (1040)	Sunset Av (1246)	BRUNELLO CR	258.00
G1146-A	Anderson Hill Rd (1146)	El Viento St (1146A)	US HWY 27	104.00
G1213-A	Empire Church Rd (1213)	HONEYCOMB RD	Anderson Rd (1317)	105.00
G1213-B	Empire Church Rd (1213)	Anderson Rd (1317)	HONEYCOMB RD	103.00
G1310-A	Mascotte Empire Rd (1310)	LAKE LINDA RD	DOYLES FARM RD	344.00
G1310-B	Mascotte Empire Rd (1310)	LAKE LINDA RD	DOYLES FARM RD	62.00
G1551-C	CR 50/Old Hwy 50 (1551)	Turkey Lake Farm Rd (1750)	North Hancock Rd (1354)	78.00
G1846-A	Grassy Lake Rd (1846)	Florida Turnpike	CR 561A (2146)	228.00
G1846-B	Grassy Lake Rd (1846)	CR 561A (2146)	Florida Turnpike	53.00
G1846-C	Grassy Lake Rd (1846)	Sullivan Rd (2044)	Florida Turnpike	53.00
G1846-D	Grassy Lake Rd (1846)	Turkey Farm Rd (1750)	North Grassy Lake Rd (1944)	276.00
G1864-A	Ridgewood Av (1864)	Sugar Berry Ln (1868)	Elderberry Dr (1869)	276.00
G2038-A	East Apshawa Rd (2038)	Whisperwind Dr (2039A)	Tuscarora Ln (2039B)	260.00
G2038-B	East Apshawa Rd (2038)	US HWY 27	ZALTANA CR	429.00
G2427-A	O'Brien Rd (2427)	US HWY 27	Florida Turnpike	152.00
G2427-B	O'Brien Rd (2427)	Florida Turnpike	SUNNY HILLS LN	228.00
G2427-C	O'Brien Rd (2427)	Florida Turnpike	Florida Turnpike	127.00
G2427-D	O'Brien Rd (2427)	SUNNY HILLS LN	Florida Turnpike	252.00
G2427-E	O'Brien Rd (2427)	BOONDOCK RD	SUNNY HILLS LN	156.00
G2427-F	O'Brien Rd (2427)	SUNNY HILLS LN	BOONDOCK RD	153.00

G2439-A	South Buckhill Rd (2439)	CR 455 (2354)	BUCKHILL LN	1003.00
G2713-A	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	153.00
G2713-B	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	151.00
G2713-C	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	152.00
G2713-D	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	150.00
G2713-E	Bridges Rd (2713)	USDA Rd (2711)	Florida Turnpike	201.00
G2713-F	Bridges Rd (2713)	Florida Turnpike	USDA Rd (2711)	202.00
G2713-G	Bridges Rd (2713)	Florida Turnpike	US HWY 27	439.00
G2713-H	Bridges Rd (2713)	US HWY 27	Florida Turnpike	278.00
G2713-I	Bridges Rd (2713)	US HWY 27	Florida Turnpike	415.00
G0500A-A	Old 441 (0500A)	ROBIE AV	CAMP AV	265.00
G0500A-B	Old 441 (0500A)	CAMP AV	JOHNS AV	278.00
G0500A-C	Old 441 (0500A)	ROBIE AV	CAMP AV	354.00
G0500A-D	Old 441 (0500A)	CAMP AV	JOHNS AV	322.00
G0500A-H	Old 441 (0500A)	Bay Rd (4260)	INDUSTRY DR	150.00
G0500A-I	Old 441 (0500A)	INDUSTRY DR	Bay Rd (4260)	152.00
G3888-A	CR 435 (3888)	Deal Dr (4288)	Dubsdread Dr (3988)	176.00
G3888-B	CR 435 (3888)	KOWLMAN BV	MUSSELBERG PL	152.00
G3888-C	CR 435 (3888)	KOWLMAN BV	MUSSELBERG PL	103.00
G3888-D	CR 435 (3888)	MUSSELBERG PL	KOWLMAN BV	288.00
G3986-A	CR 437 (3986)	Plymouth Hollow Cr (3986A)	Oak Ln (3885)	152.00
G4188-A	Carnoustie Dr (4188B)	Westward Ho Av (4288A)	Westchester Av (4188)	97.00
G4288A-A	Westward Ho Av (4288A)	EXETER PL	Deal Dr (4288)	174.00
G4583-A	Wolf Branch Rd (4583)	Robert D Rd (4581)	WENDELL LN	397.00
G4583-B	Wolf Branch Rd (4583)	WENDELL LN	Robert D Rd (4581)	400.00
G4587-A	Wallick Rd (4587)	End of road	End of road	41.00
G4672-A	Old Eustis Rd (4672)	OAKE LEAF CR	STEWART LN	39.00
G4672-B	Old Eustis Rd (4672)	STEWART LN	OAKE LEAF CR	37.00
G4672-C	Old Eustis Rd (4672)	OAKE LEAF CR	STEWART LN	211.00
G5072-D	Waycross Av (5072)	East Lake Joanna Dr (5175)	ORANGE BRANCH RD	84.00
G5072-E	Waycross Av (5072)	Wesley Rd (5176)	East Lake Joanna Dr (5175)	302.00
G5154-A	Lakeshore Dr (5154)	KING ST	SHARPS CR	139.00
G5154-B	Lakeshore Dr (5154)	SHARPS CR	KING ST	188.00
G5154-C	Lakeshore Dr (5154)	SHARPS CR	KING ST	188.00
G5154-D	Lakeshore Dr (5154)	KING ST	SHARPS CR	181.00
G6159-B	CR 19A (6159)	RAINBOW RD	CR 44 (6143)	41.00
G6581-A	Calhoun Rd (6581)	FOX KNOLL RD	JENNY LN	302.00
G6745-A	Apiary Rd (6745)	Fish Camp Rd (6847)	End of Co Maint	682.00
G6882-A	Rollingwood Tl (6882)	End of Co Maint	CR 439 (7483)	54.00
G6882-B	Rollingwood Tl (6882)	CR 439 (7483)	End of Co Maint	54.00
G6883-A	Quale Grove Rd (6883)	Deerwoods Dr	CR 439 (7483)	202.00
G7187-A	Lake Norris Rd (7187)	Lester Wy (6787)	Ebersole Rd (7688)	94.00
G7187-B	Lake Norris Rd (7187)	Ebersole Rd (7688)	Lester Wy (6787)	207.00
G7187-C	Lake Norris Rd (7187)	Ebersole Rd (7688)	Lester Wy (6787)	320.00
G7187-D	Lake Norris Rd (7187)	Lester Wy (6787)	Ebersole Rd (7688)	100.00
G7581-A	Wiygul Rd (7581)	CR 44A (7077)	ENCHANTED LN	489.00
G7676-A	Twin Ponds Rd (7676)	Skyline Dr (7773)	Lake Burns Rd (7575)	504.00
G7773-A	Skyline Dr (7773)	Skyline Dr (7773)	CASSADY ST	272.00
G7972-A	Fletcher Rd (7972)	GLENDALE AV	Webster Hill Rd (7873)	78.00
G7972-B	Fletcher Rd (7972)	TUCK A WAY LN	SR 19	77.00
G8165-A	Keene Rd (8165)	CHANCERY LN	Carrie Ln (8170)	503.00
G8190-A	Maggie Jones Rd (8190)	Coffgardner Rd	Her Mar Rd	28.00
G8190-B	Maggie Jones Rd (8190)	Coffgardner Rd	Her Mar Rd	31.00
G8190-C	Maggie Jones Rd (8190)	Her Mar Rd	Coffgardner Rd	28.00
G8190-D	Maggie Jones Rd (8190)	Her Mar Rd	Coffgardner Rd	28.00
G8190	Bridge Barrier Walls	Coffgardner Rd	Her Mar Rd	40.00

G8190	Bridge Barrier Walls	Her Mar Rd	Coffgardner Rd	40.00
G8589A-A	Sunset Dr (8589A)	Pine Ridge Rd (8689)	Fishermans Rd (8589)	61.00
G8589A-B	Sunset Dr (8589A)	Fishermans Rd (8589)	Pine Ridge Rd (8689)	64.00
G8991A-A	Veva Av (8991A)	Pennsylvania St (8991)	Washington Dr (8992B)	96.00
G8991A-B	Veva Av (8991A)	Washington Dr (8992B)	Pennsylvania St (8991)	165.00
G9588-A	Alco Rd. (9588)	MAXWELL St.	Dexter Rd (9589)	154.00
G9588-B	Alco Rd (9588)	Dexter Rd	MAXWELL ST	165.00

Total linear feet 30,083

Item #	Item Description	Quantity in Linear Feet (A)	Unit Price, per Linear Feet (B)	Extended Price (A x B = C)
1	Guardrail weed trimming and trash removal	** 30,083	$ 0.108	$3,248.96

** This quantity shown is only for the length of the guardrail. It does not take into account the additional six (6) feet on each end of the guardrail as stated in the Technical Requirements. The vendor should take this into consideration when calculating their cost to complete the work

EXHIBIT D

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time 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. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

1. INTENT OF CONTRACT DOCUMENTS

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

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

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

2. ERRORS AND OMISSIONS

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

3. EMERGENCIES

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

any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

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

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/ HAZARDOUS MATERIALS

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

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

a) The chemical name and the common name of the toxic substance.
b) The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
c) 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.
d) The primary route of entry and symptoms of exposure.
e) 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;
f) The emergency procedure for spills, fire, disposal and first aid.
g) 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.

h) The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals and/or wastes caused by the vendor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor and the County will share no responsibility for these costs. A copy of 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 by the vendor during the normal work operation, it is the responsibility of the vendor to immediately contact the Project Manager with a description and the location of the condition.

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

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

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

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

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, the County shall at the time of establishment of need, require the vendor to become fully informed as to the nature and extent of the work

required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for vendor's inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of vendor on that individual project.

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

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the vendor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

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

E. Should the vendor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the vendor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the vendor has failed or refused to make, shall be paid for out of any monies due or which may become due the vendor, or may be charged against the contract bond, if any. A Change Order

will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as but not be limited to, costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the vendor's defective work and additional compensation due the County. The vendor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

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

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

6. PROJECT MANAGER

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. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

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

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

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

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

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

Specific Project Amount	Daily Charge Per Calendar Day
$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

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

8. HOURS OF OPERATION

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

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

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

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

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

9. CHANGES IN WORK

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

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

10. CLAIMS AND DISPUTES

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

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

a) Claims by the vendor shall be resolved in the following manner:

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

2. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the

County declines to mediate the dispute, the vendor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

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

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

11. LANDS FOR WORK AND ACCESS THERETO

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

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

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

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

12. MAINTENANCE OF TRAFFIC (MOT)

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

A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's bid price, and shall conform to F.D.O.T.'s most current editions of "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), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from 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

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

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

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

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

13. UNDERGROUND UTILITIES

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

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

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

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

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

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

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

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

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

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

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

15. EQUIPMENT

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

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

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

16. SANITATION

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

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

17. OTHER WORK

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

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

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

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

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

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

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

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

20. FINAL ACCEPTANCE

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

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

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a lump sum payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section.

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

22. WARRANTY

A. Not applicable to this solicitation.

Exhibit E
(Project Sheet Order form sample)

LAKE COUNTY
FLORIDA

To: _____ **From:** **Public Works/Road Ops.**

Fax: _____ **Pages:** 1

Phone: _____ **Date:** _____

E-Mail: _____

Project: Guardrail Trimming

Project Sheet Order Form

Cycle: _____

Start Date: _____

Completion Date: _____

Comments: _____

Instructions:
Per the specifications in the contract, this is a lump sum cost per cycle for all areas. The contractor shall provide the Project Manager by e-mail, no later than 9:00 a.m.; the work completed the previous day and the intended work for the upcoming day.

_____ _____
County Representative **Date**