AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA

AND

LEESBURG CONCRETE COMPANY, INC.

FOR PURCHASE AND INSTALLATION OF

PRE-CAST CONCRETE RESTROOMS AT COUNTY PARKS

(ITB #16-0214)

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Leesburg Concrete Company, Inc., a Florida for profit corporation, its successors and assigns, herein referred to as the CONTRACTOR.

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #16-0214 to establish a term and supply contract for the purchase and installation of pre-cast restrooms and other similar structures at COUNTY parks and similar locations on an "as-ordered" basis in conjunction with the COUNTY's needs; and

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

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

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

Article 1. Recitals

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

Article 2. Purpose

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

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**, along with the additional descriptions of the Project attached hereto and incorporated herein as **Attachment B**. It is understood that the Scope of Services may be modified by change order as the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in

accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 The CONTRACTOR agrees and acknowledges that time is of the essence in completing the Scope of Work identified herein. All services shall be completed no later than the date specified in the Scope of Work, unless a written change order has been duly executed by both parties. Continuation of the performance period beyond the initial period is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative may only be exercised when such continuation is clearly in the best interest of the COUNTY.

3.3 This Agreement shall commence on the first calendar day of the month succeeding approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services, and is contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall remain in effect for twelve (12) months, and then the Agreement 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.

3.4 Prior to, or upon completion, of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for up to four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume 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 CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.5 The CONTRACTOR shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

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

Should the CONTRACTOR fail to complete the work within the number of days stated in its offer, or the

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

3.7 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service.

3.8 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.9 Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. When required by the pricing structure of the Agreement, the CONTRACTOR shall be invited to submit price quotes for these additional facilities. The additional site(s) shall be added to this Agreement by formal modification. The COUNTY may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR or for other reasons at the COUNTY's discretion. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility when such service is no longer required, upon fourteen (14) calendar days written notice.

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

3.11 The CONTRACTOR shall carefully examine any supplied drawings and/or specifications and be thoroughly aware regarding any and all conditions that may in any manner affect the work to be performed under this Agreement. The CONTRACTOR shall visit the site to familiarize themselves with the Project/Service, see existing conditions, and take measurements. No additional allowances will be made for lack of knowledge of these conditions.

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

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

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

3.13 The CONTRACTOR 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:

A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

3.14 The CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to the CONTRACTOR is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment C** to this Agreement and which is made a part of this Agreement by reference.

4.2 The COUNTY shall provide a single payment for each individual restroom ordered under this Agreement upon delivery, installation, and final acceptance of that facility in all regards. The vendor shall provide a fully documented invoice to the COUNTY user department(s) that requested the units through a purchase order. In addition to the basic information set forth below, the invoices shall identify critical, descriptive data including, but not limited to, model numbers and serial numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a COUNTY representative has inspected and approved the units.

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

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

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

Article 5. County Responsibilities

5.1 The COUNTY shall designate a County staff member to act as COUNTY's Project Manager. It is agreed to by the parties that the COUNTY's 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 COUNTY's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

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

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

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

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

B. It is the intent of the contract documents to describe a functionally complete Project/Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project/Service, whether such reference be specified or by implication, shall mean the latest standard

specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

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

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

6.3 Contractor Personnel.

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

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall be immediately discharged from the Project/Service and shall not again be employed on the Project/Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

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

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

E. The CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Project/Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Project/Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior

to starting work for that Project/Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. If required by the COUNTY for the Project/Service, the CONTRACTOR shall provide the COUNTY with a complete list of personnel, subcontractors, and representatives of the CONTRACTOR that shall be utilized for the Project/Service. The list shall include a full name, address, telephone number, copy of social security card, and a copy of driver's license/State of Florida identification card/valid passport/valid work visa. Background checks may be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR, on a Task by Task basis. At no time shall any person associated with the CONTRACTOR be granted access to perform work on COUNTY property prior to a completed background check. All decisions related to the approval of background checks shall be made by the Lake County Sheriff's Office. All decisions are final. The CONTRACTOR must remove any employee, with access to COUNTY facilities, from COUNTY service who is convicted of a felony crime during the time this Agreement is in effect. Failure of the CONTRACTOR to obtain background checks if specified may result in termination of this Agreement. The COUNTY reserves the right to require immediate removal of any employee from COUNTY property it deems unfit for service for any reason. This right is non-negotiable and the CONTRACTOR agrees to this condition by accepting this Agreement. The CONTRACTOR shall have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours.

6.4 Subcontractors.

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

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

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

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

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

6.5 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY.

6.6 Emergencies. If required by the Scope of Scopes, the CONTRACTOR shall have a responsible person available at, or reasonably near, the Project/Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR's responsible

person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be a twenty-four (24) hour contact phone number 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 Agreement.

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

6.7 Safety.

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

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR. 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 CONTRACTOR and its employees

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

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the

CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

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

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project/Service site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the specified work interfere with the regular operating hours of Lake County. The CONTRACTOR must have ample cleaning supplies on-site for clean-up. At no time shall the CONTRACTOR use County cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager. **PLEASE NOTE: If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY shall retain outside cleaning services and the actual costs for this service shall be deducted from the CONTRACTOR's final payment with the minimum cost of $50.00 to offset COUNTY time for securing services to properly clean and inspect the site.**

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

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

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

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

J. The CONTRACTOR 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 CONTRACTOR's Superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

6.8 Traffic Maintenance.

A. In the event that any of the work is conducted within any public right of way the CONTRACTOR shall be responsible for proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the work shall be as promulgated by the Florida Department of Transportation (F.D.O.T).

B. Maintenance of traffic shall be the responsibility of the CONTRACTOR, is part of the CONTRACTOR's proposal price, and shall conform to F.D.O.T.'s most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," 2015 edition (or latest edition), or FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS," 2015 (or latest edition), or FDOT "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2015 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2015 (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.

C. All costs associated with MOT must be included in the CONTRACTOR's proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR 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 CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off duty police officer is needed, it shall be the responsibility of the CONTRACTOR, at the CONTRACTOR's sole cost and expense, to hire and pay for this service.

E. All lane closures shall have the prior approval of the COUNTY.

F. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate

traffic control devices for the protection of the public and CONTRACTOR's employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the 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.

6.9 Underground Utilities. Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately 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.

6.10 General Inspection Requirements.

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

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

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

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing

another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

F. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S 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 COUNTY's Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the COUNTY's Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY's Project Manager deems necessary to conform to the determination based on the COUNTY's Project Manager's professional judgment.

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

6.11 Project/Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project/Service, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

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

materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

6.12 Time for Completion and Extensions.

A. Purchase orders shall be issued for Project/Services to the Contractor. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the Contractor to schedule or begin work. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Project/Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in Article 3.2 above.

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

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

6.13 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project/Service. Both the COUNTY and the CONTRACTOR shall execute the change order.

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

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

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

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

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

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

6.14 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

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

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall

specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

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

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

6.15 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

A. Final Inspection. When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection shall be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project/Service is ready. The COUNTY shall notify the CONTRACTOR if necessary of any deficiencies with the Project/Service, and the CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

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

C. Final Acceptance. When the Project/Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project/Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty dollar ($80.00) re-inspection fee shall be applied for

the third inspection and any required re-inspection thereafter. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

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

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

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.16 Warranties. All warranties shall begin on the date of the COUNTY's acceptance and shall last for a period of twelve (12) months unless otherwise specified in the scope of services, plans or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project/Service. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. If sod is used as part of an individual Project/Service, it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the CONTRACTOR shall treat the affected

areas. The process for treating these areas shall be approved by the COUNTY. If the sod does not meet any of the required specifications, the CONTRACTOR shall be responsible to replace it at no expense to the COUNTY. It shall be the responsibility of the CONTRACTOR to insure that the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. If the sod dies or does not become established the CONTRACTOR shall be responsible for the replacement at no cost to the COUNTY.

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

6.17 Liquidated Damages. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this agreement and no additional days shall be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying the CONTRACTOR of assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

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

Specific Project/Service 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
$50,001 or more	$250

The COUNTY shall retain from the compensation to be paid to the CONTRACTOR the above described sum. Any CONTRACTOR that is in default for not completing the work within the time specified, at the

option of the COUNTY, may not permitted to perform work for the COUNTY until the Project/Service is complete and the liquidated damages sum is satisfied.

6.18 Sanitation. If the Project/Service does not involve interior work, the CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project/Service. 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 COUNTY's Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state, and local laws.

6.19 Submittals and Equal Products.

A. Submittals of products required for the Project/Service assigned to the CONTRACTOR hereunder, shall be supplied to the COUNTY for pre-approval prior to the start of the work. These documents shall be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Project/Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response shall be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service shall be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR's response. To ensure that sufficient information is available, the CONTRACTOR shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.20 Fees. The following is a list of fees that may be assessed to the CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections or missed appointments. The fees, if any, shall be deducted from the final invoices.

A. Failure to respond to emergency calls	$250.00/day
B. Late to emergency calls	$36.00/hour
C. Failure to provide documents or reports	$75.00/day

Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project/Service, shall additionally be charged back to the CONTRACTOR.

6.21 Furnish and Install Requirements. The specifications and/or statement of work contained within this Agreement describe the various functions and classes of work required as necessary for the completion of the Project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the CONTRACTOR from furnishing, installing or performing such work where required for the satisfactory completion of the Project. The CONTRACTOR shall also be required to provide adequate general user training to COUNTY personnel on the appropriate use of the materials or products as and if necessary.

6.22 Labor, Materials, and Equipment Shall be Supplied by the Contractor. Unless otherwise stated in this solicitation the CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory performance under this Agreement. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY's Project Manager.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

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

7.2 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

7.3 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. 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 parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

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

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

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

Combined Single Limit	$1,000,000

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

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

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

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and

omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

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

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

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

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

F. 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

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

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

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

J. 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.

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

7.4 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional

fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR's duties set forth in this Agreement.

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

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

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

7.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

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

While the COUNTY has listed all major items which are utilized by County departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

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

7.11 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

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

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

7.13 Public Records.

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

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

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COUNTY.

4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, bschwartzman@lakecountyfl.gov.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

7.15 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. 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; and Christmas Day.

Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

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

7.17 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR shall be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, if the Project/Service is to be completed within COUNTY facilities, the CONTRACTOR shall be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of the CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, leasees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

7.18 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

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

Article 8. Miscellaneous Provisions

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

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

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

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

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

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

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

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

8.9 The employee(s) of the CONTRACTOR 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.

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

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

contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 The CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. The CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

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

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

If to CONTRACTOR:

Shawn B. Thomas, Vice President
Leesburg Concrete Company, Inc.
1335 Thomas Avenue
Leesburg, FL 34748

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800
Fax: 352-343-5618

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

Article 9. Scope of Agreement

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

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

Attachment A	Scope of Services
Attachment B	Addendums
Attachment C	Pricing

Agreement between Lake County, Florida and Leesburg Concrete Company, Inc. for Purchase and Installation of Pre-Cast Concrete Restrooms at County Parks; ITB #16-0214

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

CONTRACTOR

By: _____

Shawn B. Thomas, Vice President
Leesburg Concrete Company, Inc.
License #: MFG8760009503; CBC 1254153

COUNTY

ATTEST:

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

_____
Sean M. Parks
Chairman

This 19th day of July, 2016.

Approved as to form and legality:

_____
Melanie Marsh
County Attorney

ATTACHMENT A: SCOPE OF SERVICES

Provide and Install Pre-Cast Concrete Restrooms and Other Buildings

General

The awarded contractor shall provide, furnish, and install precast concrete restrooms and other building(s) as individually ordered by the County and in accordance with all direction included in Attachment 2 of this solicitation. The structures shall be delivered and placed on a contractor-provided stone foundation constructed in full accordance with manufacturer's recommendations. The building is to be provided to the contractor by the manufacturer, in conformance with the manufacturer's structural requirements, with all necessary openings specified by contractor.

Although this effort is primarily focused on structures to be installed at Lake County parks, the resulting contract may be utilized by other Lake County government departments.

All work under the contract shall be performed in conformance with all aspects of this Scope of Services and the drawings and specifications provided at Attachment 2.

Although a specific manufacturer and specific model designations are stated in Attachment 2, the County will consider equal products from alternate sources in the manner described in solicitation provision 1.24. In addition, vendors proposing alternate products are to provide engineering calculations/drawings designed and sealed by a professional engineer licensed to practice in the State of Florida in support of any proposed alternate structure.

Estimated Permit Fees for the Proposed Work Stated Above.

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

Given a square footage of 228 square foot the structures should fall under the commercial minimum of $150.00 for the structure, $75 for the plumbing and the OTF/Trust fees of $9.00. The estimated per unit permit fee totals $231.76.

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

ATTACHMENT 2
INVITATION TO BID 16-0214

SPECIFICATIONS AND DRAWINGS FOR PROVISION AND INSTALLATION OF RESTROOMS AND OTHER PRECAST BUILDINGS

LAKE COUNTY
FLORIDA

LAKE COUNTY PARKS AND TRAILS

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Lake County, Florida

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Drawing 2: 30' x 8' x 8'h dugout layout and elevation
Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

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Specifications for the Precast Concrete Dry Vault Restroom
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Specifications for the Precast Concrete Plumbed Restroom
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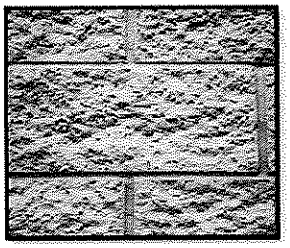
Section 5. Site Assembled Precast Panelized Building

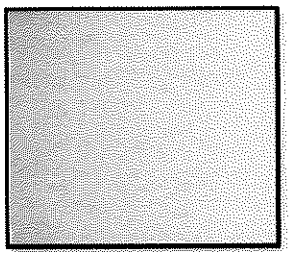
Specifications for the Site Assembled Precast Panelized Building
Drawing 13: 20' x 24' p.43
Drawing 14: 20' x 30' p.44

Section 1

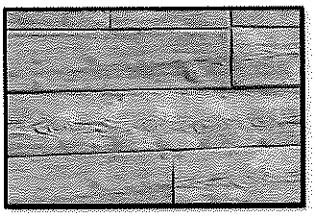
Finish Options



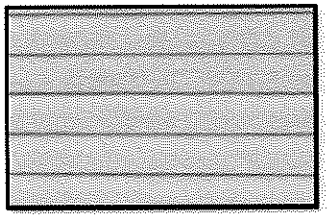
Split Face Block



Stucco



Barn Board



Lap Siding

SECTION 2

Precast Concrete Buildings

Specifications for the Precast Concrete Building
Drawing 1: 10' x 12' x 8'h storage building layout and elevation
Drawing 2: 30' x 8' x 8'h dugout layout and elevation
Drawing 3: 31' x 8' x 8'h dugout with storage layout and elevation

PRECAST CONCRETE BUILDING

SPECIFICATION SHEET

PART 1 – GENERAL

1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete building to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

A. Florida DBPR Insignia required, Section 553, Part I F.S.

B. ACI-318-08, "Building Code Requirements for Reinforced Concrete", Concrete Reinforcing Institute, "Manual of Standard Practice".

C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".

D. Florida Building Code 2014

E. IBC 2012

F. Concrete Reinforcing Institute, "Manual of Standard Practice".

G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.

H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).

I. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

A. Design Loads

1. Seismic Design Category 'C', Importance Factor 1
2. Standard Live Roof Load – 60 PSF
3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.

B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.

C. Floor – The floor is provided with the precast building and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick

and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

1.04 SUBMITTALS

A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.

B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.

C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand GP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).

D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.

E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16"with bug screen, or equal

F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

A. Door Hardware:

1. Handle: Yale 8822 Mortise Lever Lockset

2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.

3. Lock Set: PDQ Industries KR116 – 32D (stainless steel finish) or equal.

4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.

5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.

6. Removable Astragal: A4441/68R or equal, optional.

7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.

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

9. Drip Cap: National Guard 15D72 or equal.

10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.

B. 1- Solatube 160 DS 10" skylight.

2.03 FINISHES

A. Interior of Building: Smooth form finish on all interior panel surfaces.

B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.

C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Building shall bear fully on a bed of crushed 3/8"stone base that is at least one foot larger in all directions than the footprint of the building.

B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within ¼" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.

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

OR

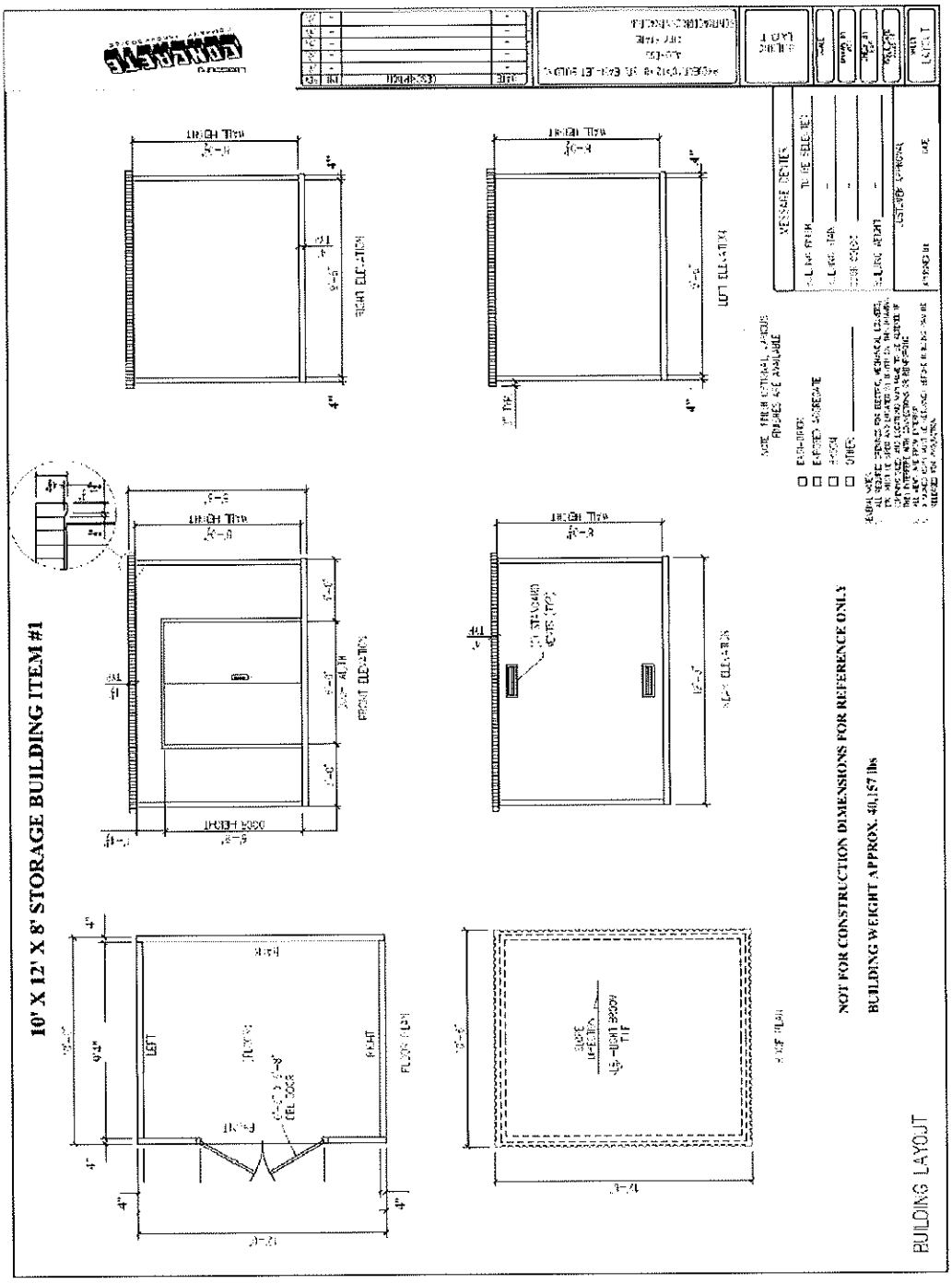
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

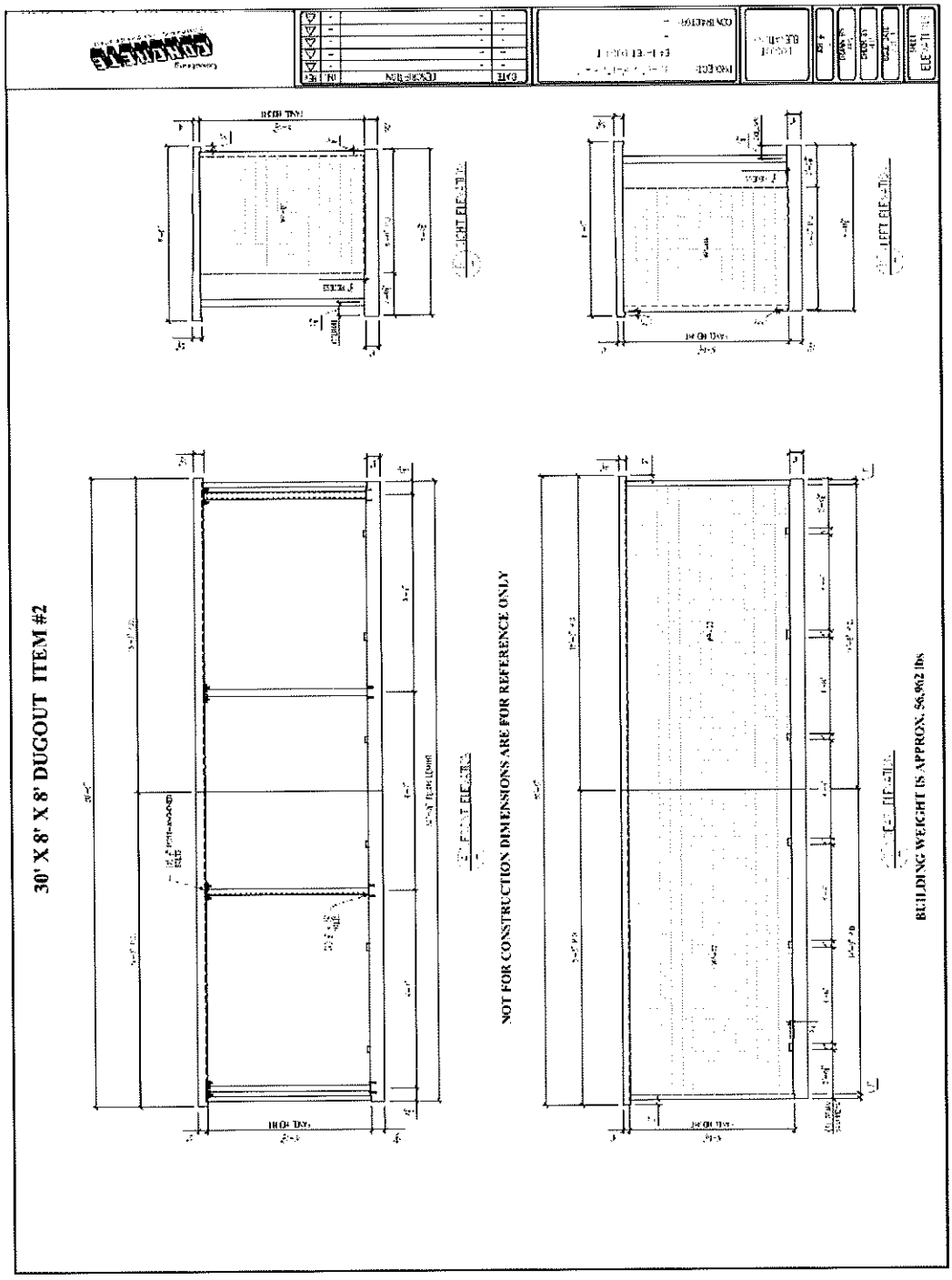
D. Provide positive drainage for the fill, pad, or slab as required.

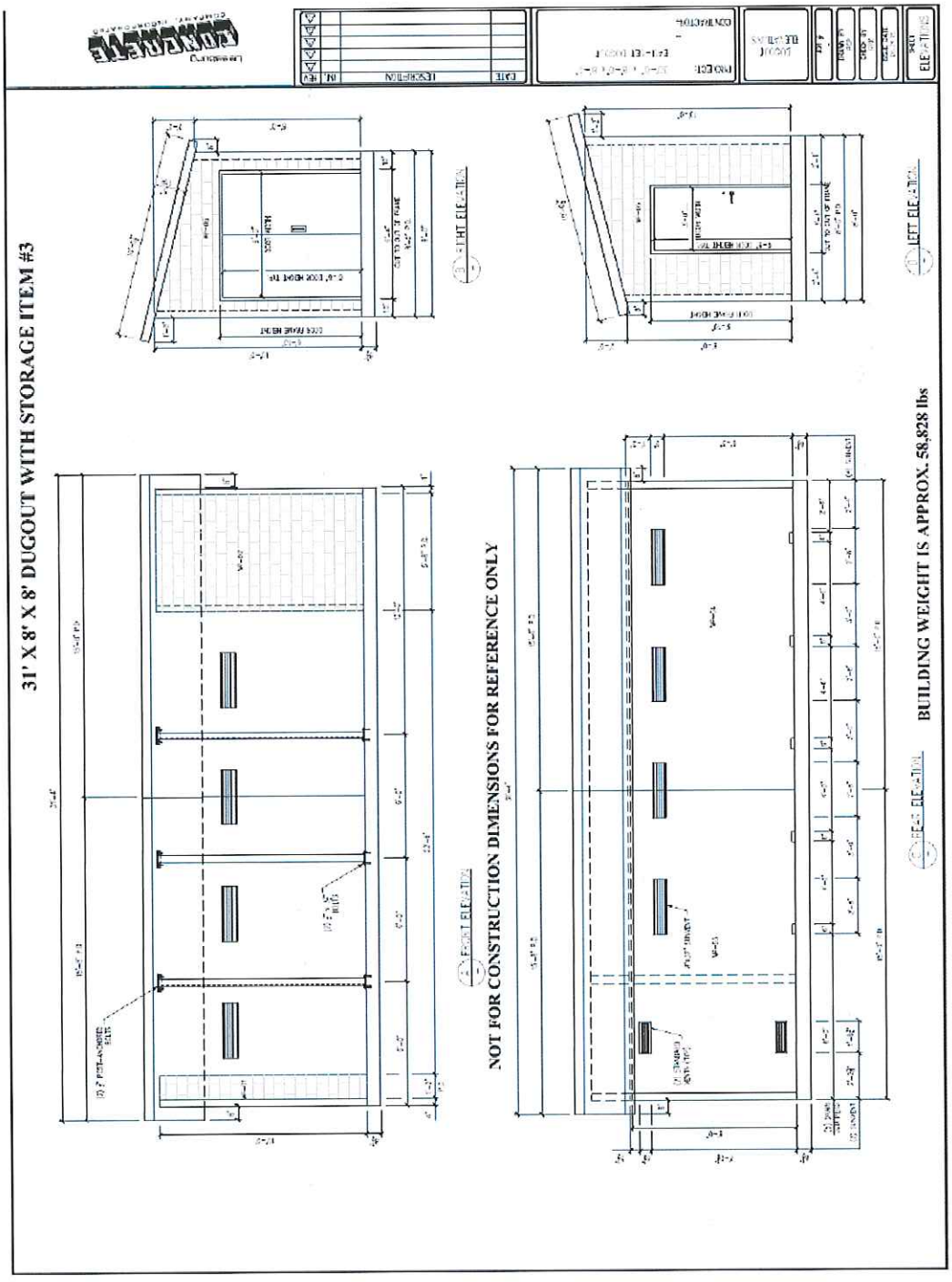
E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.


10' X 12' X 8' STORAGE BUILDING ITEM #1
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING WEIGHT APPROX. 40,167 lbs
BUILDING LAYOUT


30' X 8' X 8' DUGOUT ITEM #2
NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX. 56,962 lbs


31' X 8' X 8' DUGOUT WITH STORAGE ITEM #3
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX. 58,828 lbs

SECTION 3

Precast Concrete Dry Vault Restrooms

Specifications for the Precast Concrete Dry Vault Restroom
Drawing 4: Blue Ridge Single Dry Vault Restroom
Drawing 5: Sierra Outback Double Dry Vault Restroom

PRECAST CONCRETE DRY VAULT RESTROOM

SPECIFICATION SHEET

PART 1 – GENERAL

1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete dry vault restroom. Building to be brought to the site in assembled modules and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom vaults to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

A. Florida DBPR Insignia required, Section 553, Part I F.S.

B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".

C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".

D. Florida Building Code 2014

E. IBC 2012

F. Concrete Reinforcing Institute, "Manual of Standard Practice".

G. UL-752 test method level 5 for bullet resistance on concrete surfaces certified by an independent ballistic laboratory.

H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).

I. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

A. Design Loads

1. Seismic Design Category 'C', Importance Factor 1
2. Standard Live Roof Load – 60 PSF
3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.
5. Designed to meet the requirements of the Americans With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the date of these specifications.
6. Incorporates all design aspects of Sweet Smelling Technology (SST) as outlined by Brian Cook for the U. S. Forest

Service. SST equals Fresh Air Naturally (FAN) by Easi-Set Industries. ("In Depth Design and Maintenance Manual for Vault Toilets" – July 1991 – Publication No. 9123 1601)

7. Has one or two, one-piece vault(s) unit(s) to support the entire building, with a one piece floor unit with a 150 p.s.f. load capacity.

B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.

C. Floor – The floor covers the entire footprint of the holding tanks and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

D. Vault - Precast Concrete Vault

1. Plate for vault cleanout cover will be ¼" thick diamond plate steel. Lid will be configured so that it can be locked with a padlock. Lid will be designed to resist surface runoff penetration into the vault. A neoprene gasket will be provided around the entire perimeter of the lid to provide an airtight seal.

2. Vault Coating - A USFS approved black Bituthene coatings as outlined in the ("In Depth Design and Maintenance Manual for Vault Toilets" – July 1991 – Publication No. 9123 1601) will be applied to the interior walls and the bottom of the building floor which prevents hydrogen sulfite gas from attacking the concrete.

3. Sealant between vault and toilet floor to be 1"x1" Butyl Rubber Sealant. A septic tank grade neoprene gasket is also applied in between the holding tanks and floor to seal the joint.

1.04 SUBMITTALS

A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.

B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.

C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).

D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.

E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16"with bug screen, or equal.

F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

1. Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
2. ADA Stainless Steel Mirror
3. Toilet tissue dispenser Bobrick model # BOB-2740
4. Grab bar 36" Bobrick model # B 5806.99x36.
5. Grab bar 42" Bobrick model # B 5806.99x42.
6. Soap Dispenser by Bobrick model # BOB B-2112
7. Wall mounted trash can by Bobrick model # BOB-279
8. Door signs by Hillman with Braille, Men, Women, Unisex
9. ADA Compliant pit type toilet riser by Romtec Engineering 18" high, white cross linked polyethylene with heavy duty seat.
10. Solatube 160 DS 10" skylight in each restroom.

2.03 FINISHES

A. Interior of Building: Smooth form finish on all interior panel surfaces.

B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.
C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

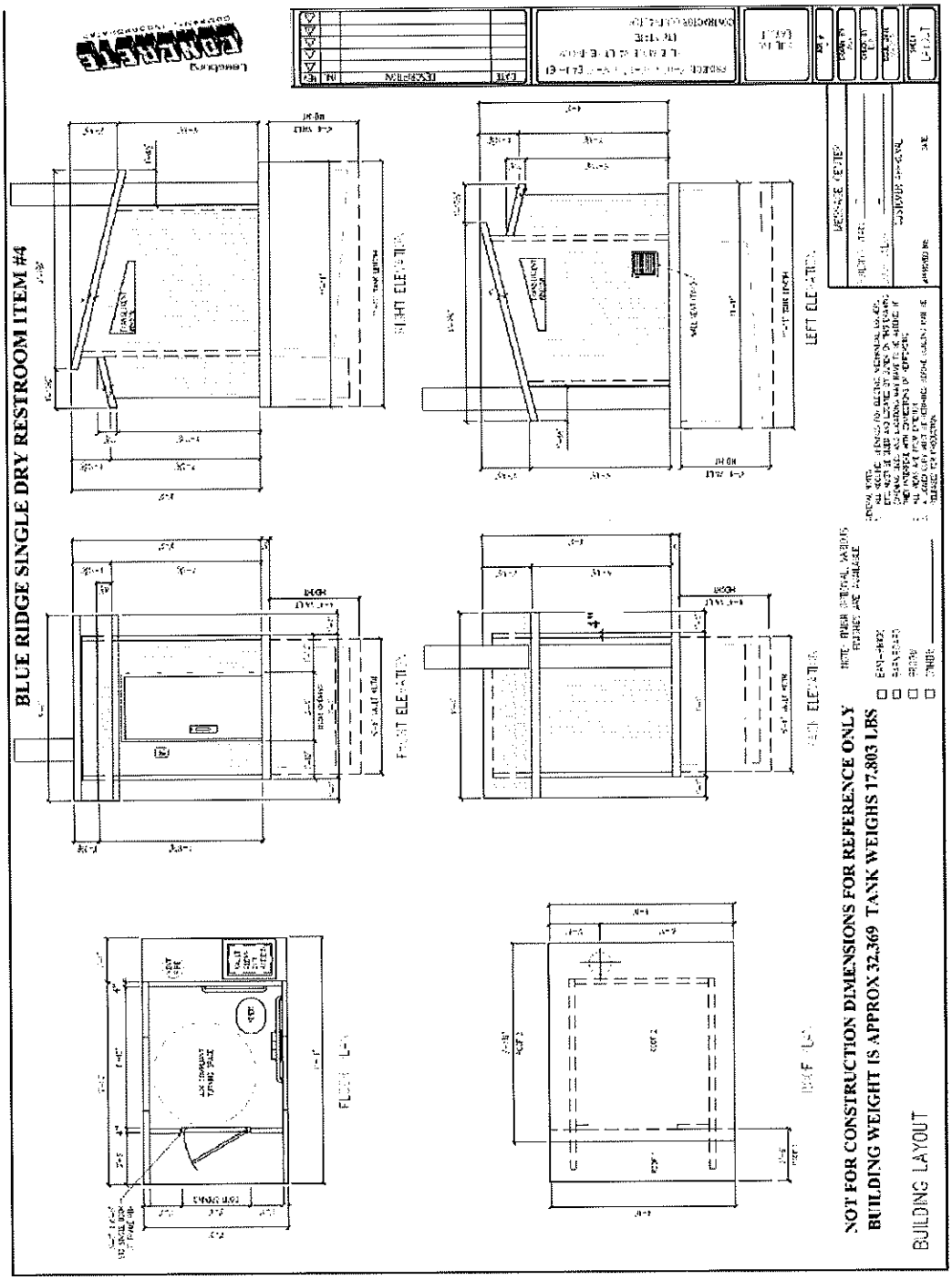
PART 3 – EXECUTION

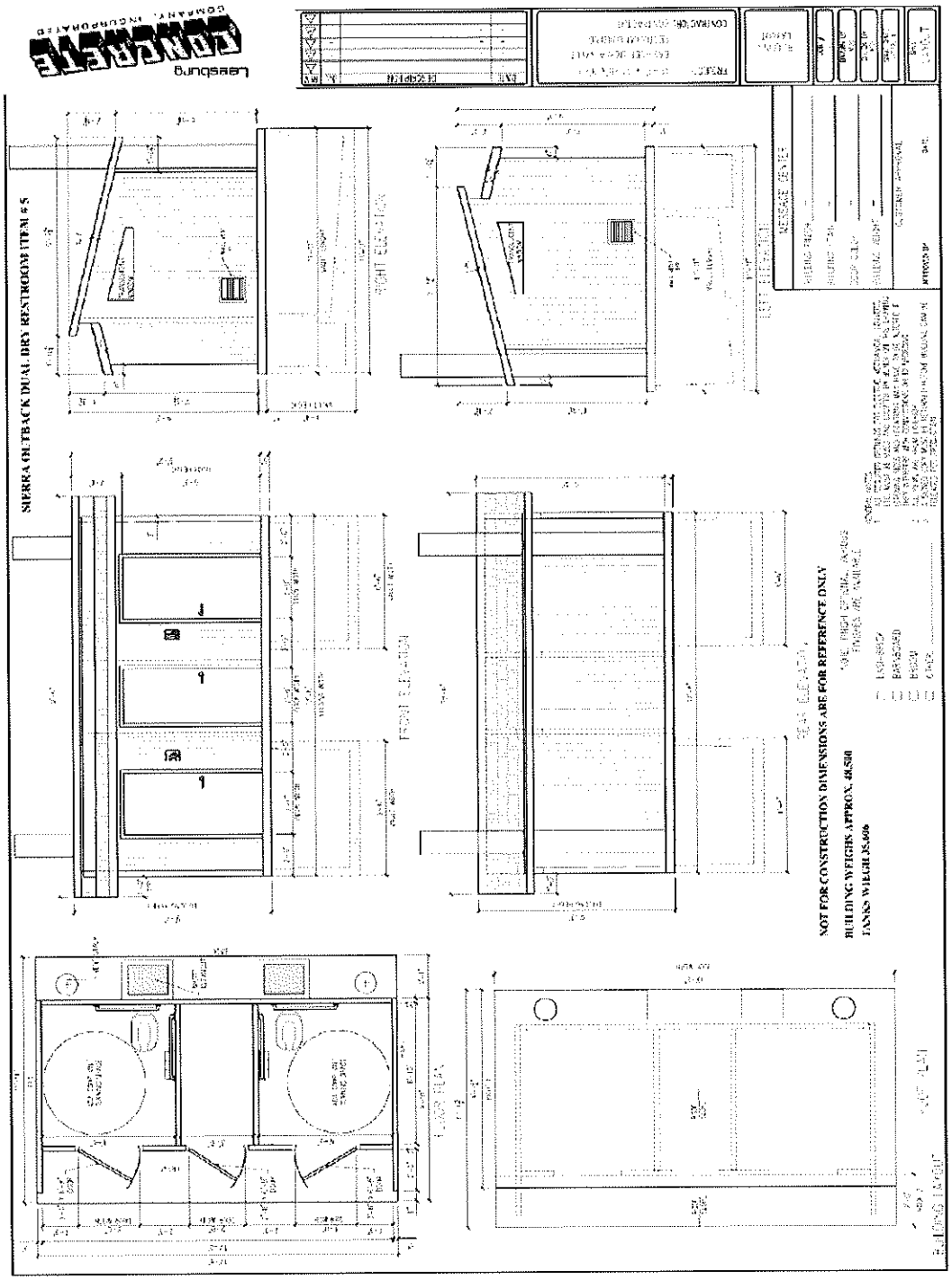
3.01 SITE PREPARATION REQUIREMENTS

A. Excavation and Elevation
1. Comply with all applicable OSHA Standards for excavation.
2. The double vault toilet requires a hole that is 16ft wide and 16ft long as measured at the bottom. Depth should be 4'-9" below desired finished floor elevation.
3. Finish floor elevation will be 4-6 inches above natural grade measured at the front (entrance) of the exterior slab unless otherwise approved by the customer. The customer may specify a finish floor elevation for buildings at some sites. The contractor will install buildings at these sites with the floor elevation within ± 0.05 feet of the specified floor elevation. It is very important that the installation provides drainage away from the structure.

B. Bedding and Compaction
1. Compact the natural ground at the bottom of the vault excavation with a minimum of three passes with a whacker-type mechanical compactor or equivalent approved by the customer.
2. Install sand or aggregate bedding material for leveling course. Compact leveling course with one pass with a whacker-type mechanical tamper or equivalent approved by the customer. Grade leveling course so there will be no high spots in the middle of the vault bottom. Compact with a second pass with a whacker or approved equivalent tamper.
3. Set vault in place. Backfill around structure. Use excavation material for backfill except that rocks larger than six inches in maximum dimensions shall not be placed within six inches of the exterior vault walls.
4. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.02 ACCESS
The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.


BLUE RIDGE SINGLE DRY RESTROOM ITEM #4
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX 32,369 TANK WEIGHS 17,803 LBS
BUILDING LAYOUT


SIERRA OUTBACK DUAL DRY RESTROOM ITEM # 5
NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY
BUILDING WEIGHT APPROX. 40,500
TANKS WEIGHT 15,600

SECTION 4

Precast Concrete Plumbed Restrooms

Specifications for the Precast Concrete Plumbed Restroom
Drawing 6: Logan Single Plumbed Restroom
Drawing 7: Carson Double Plumbed Restroom
Drawing 8: Sierra Outback Double Plumbed Restroom
Drawing 9: Northlake Triple Plumbed Restroom
Drawing 10: The Volusia 6 stall Plumbed Restroom
Drawing 11: 20' x 24' x 8'h Concession with Four Stall Restroom
Drawing 12: 24' x 30' x 8'h Concession with Eight Stall Restroom

PRECAST CONCRETE PLUMBED RESTROOM

SPECIFICATION SHEET

PART 1 – GENERAL

1.01 SUMMARY

Contractor or manufacturer to furnish a turn-key precast concrete plumbed restroom to be brought to the site in assembled modules or site assembled depending on size and set upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for restroom sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

A. Florida DBPR Insignia required, Section 553, Part I F.S.

B. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".

C. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".

D. Florida Building Code 2014

E. IBC 2012

F. Concrete Reinforcing Institute, "Manual of Standard Practice".

G. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.

H. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).

I. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

A. Design Loads

1. Seismic Design Category 'C', Importance Factor 1

2. Standard Live Roof Load – 60 PSF

3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)

4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.

5. Designed to meet the requirements of the Americans With Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the date of these specifications.

B. Roof: To be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along the top of wall panels.

C. Floor – The floor is provided and the walls sit on top of the floor with the floor extending to the edge of the walls for additional strength. Floor should be a minimum of 5 inches thick and have a looped post tension cable. Floor will have a ½" recessed keyway around the perimeter to accept the walls so as to form a physical water barrier.

1.04 SUBMITTALS

A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.

B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.

C. Post-tensioning Strand: Roof and floor shall be post-tensioned with a 41K polystrand CP50, .50", 270 KSI, 7-wire strand post tension cable, enclosed within a greased plastic sheath (ASTM A416).

D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.

E. Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16"with bug screen, or equal

F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

1. Doors and Frames: 16 gauge galvanized 3068 HM door and frame, 4 7/8" throat, Schlage ND series heavy duty grade 1 cylindrical lockset and LCN series 1 Closer surface mounted. All doors and frames are in accordance with NOA 10-0209.07
2. ADA Stainless Steel Mirror
3. Toilet tissue dispenser Bobrick model # BOB-2740
4. Grab bar 36" Bobrick model # B 5806.99x36.
5. Grab bar 42" Bobrick model # B 5806.99x42.
6. Soap Dispenser by Bobrick model # BOB B-2112
7. Wall mounted trash can by Bobrick model # BOB-279
8. Door signs by Hillman with Braille, Men, Women, Family
9. Stainless steel Acorn Engineering wall mounted rectangular lavatory sink 20" x 22" model # 1953-LC-09 without valves.
10. Chicago Faucet model number 857-E12-665PSHABCP.
11. Stainless steel Acorn Engineering wall mounted rear discharge toilet model # 1675
12. Sloan Royal Flushometer manual flush valve.
13. Solatube 160 DS 10" skylight in each restroom.

2.03 FINISHES

A. Interior of Building: Smooth form finish on all interior panel surfaces.

B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.

C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Contractor or Manufacturer to bring all necessary utilities to a determined centralized point so as to align with an opening in the chase floor as called out in the manufacturer's provided plans.

B. Building shall bear fully on a bed of crushed 3/8"stone base that is at least one foot larger in all directions than the footprint of the building.

C. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within ¼" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.

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

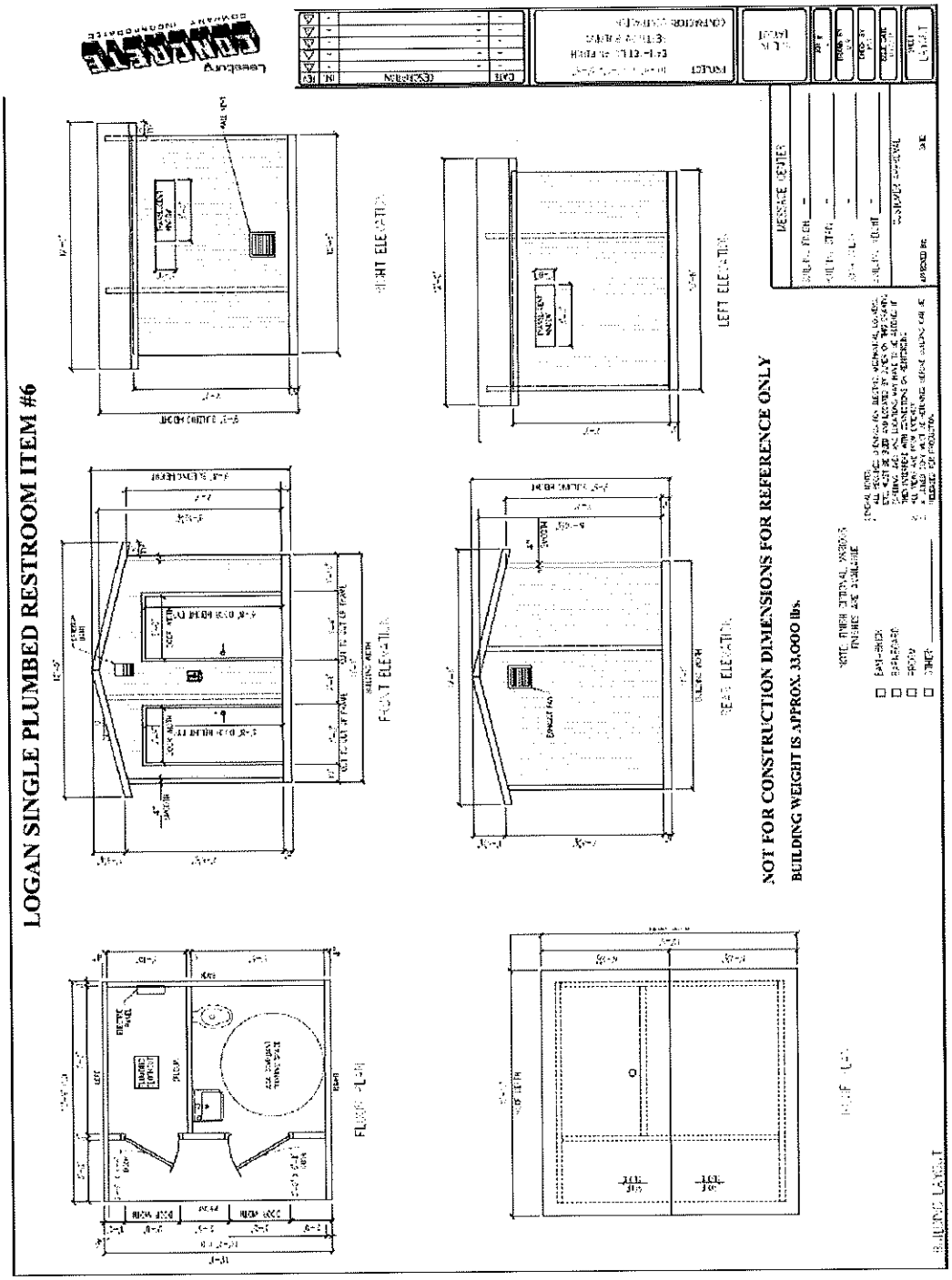
OR

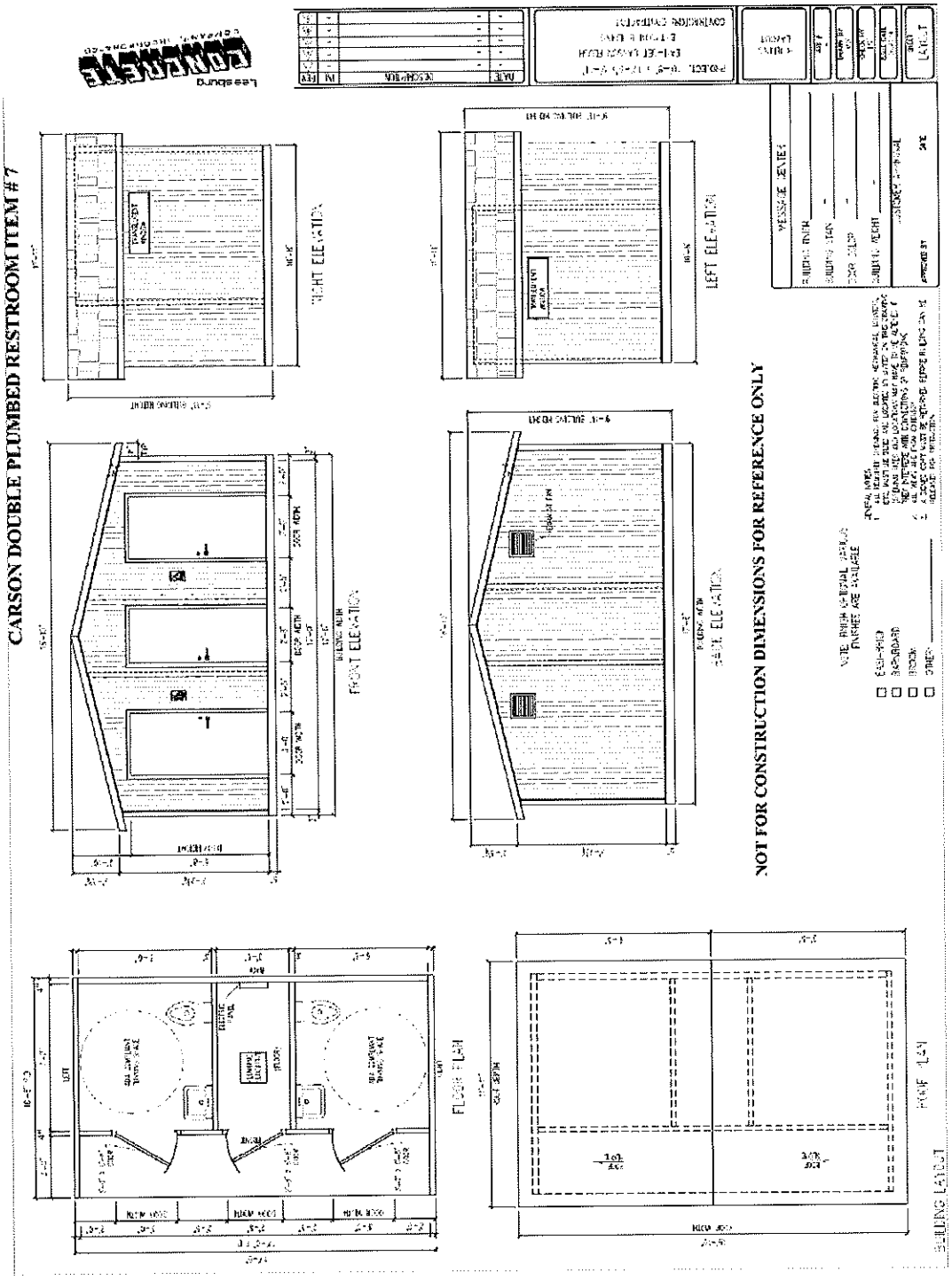
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

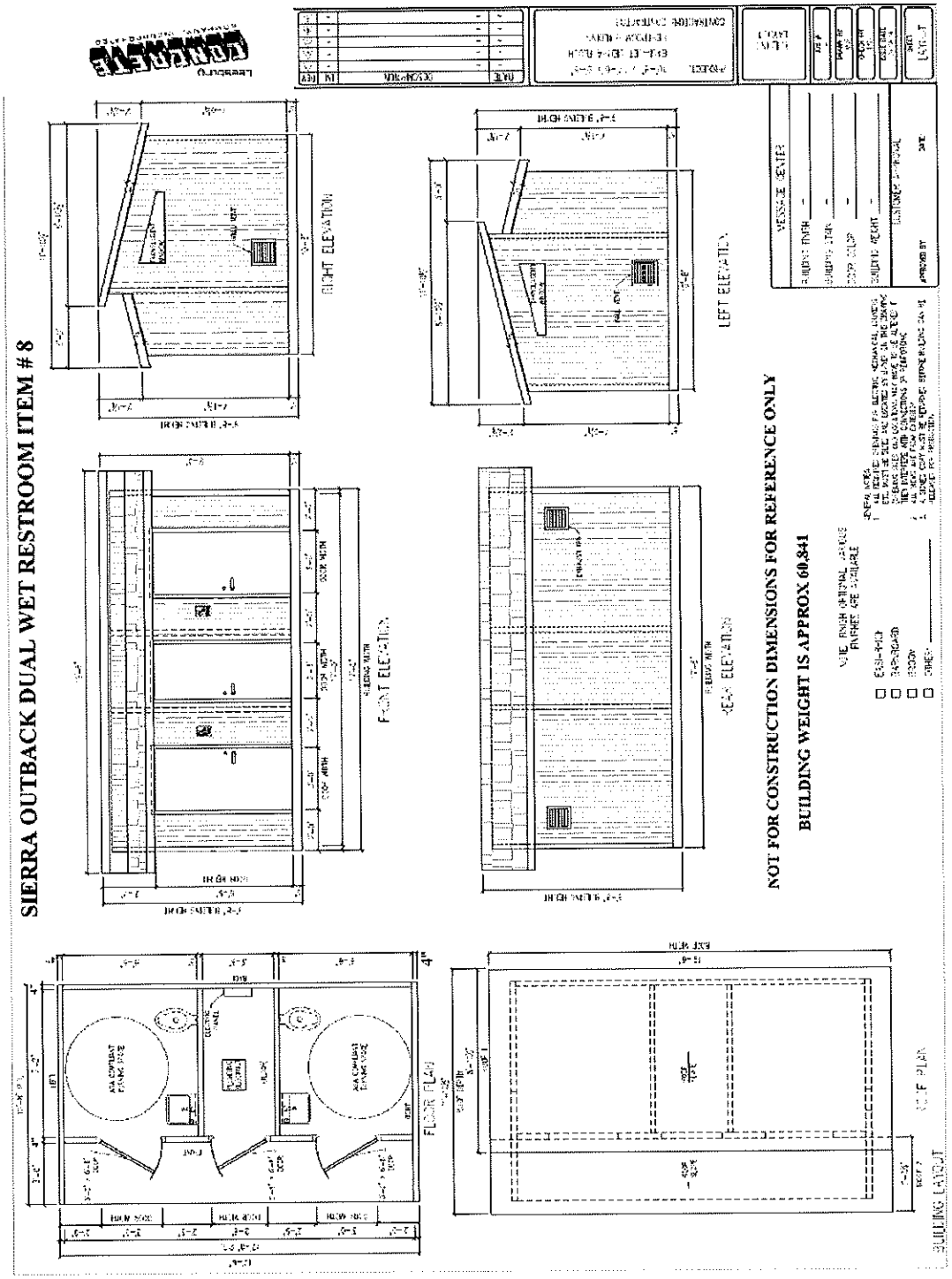
E. Provide positive drainage for the fill, pad, or slab as required.
F. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

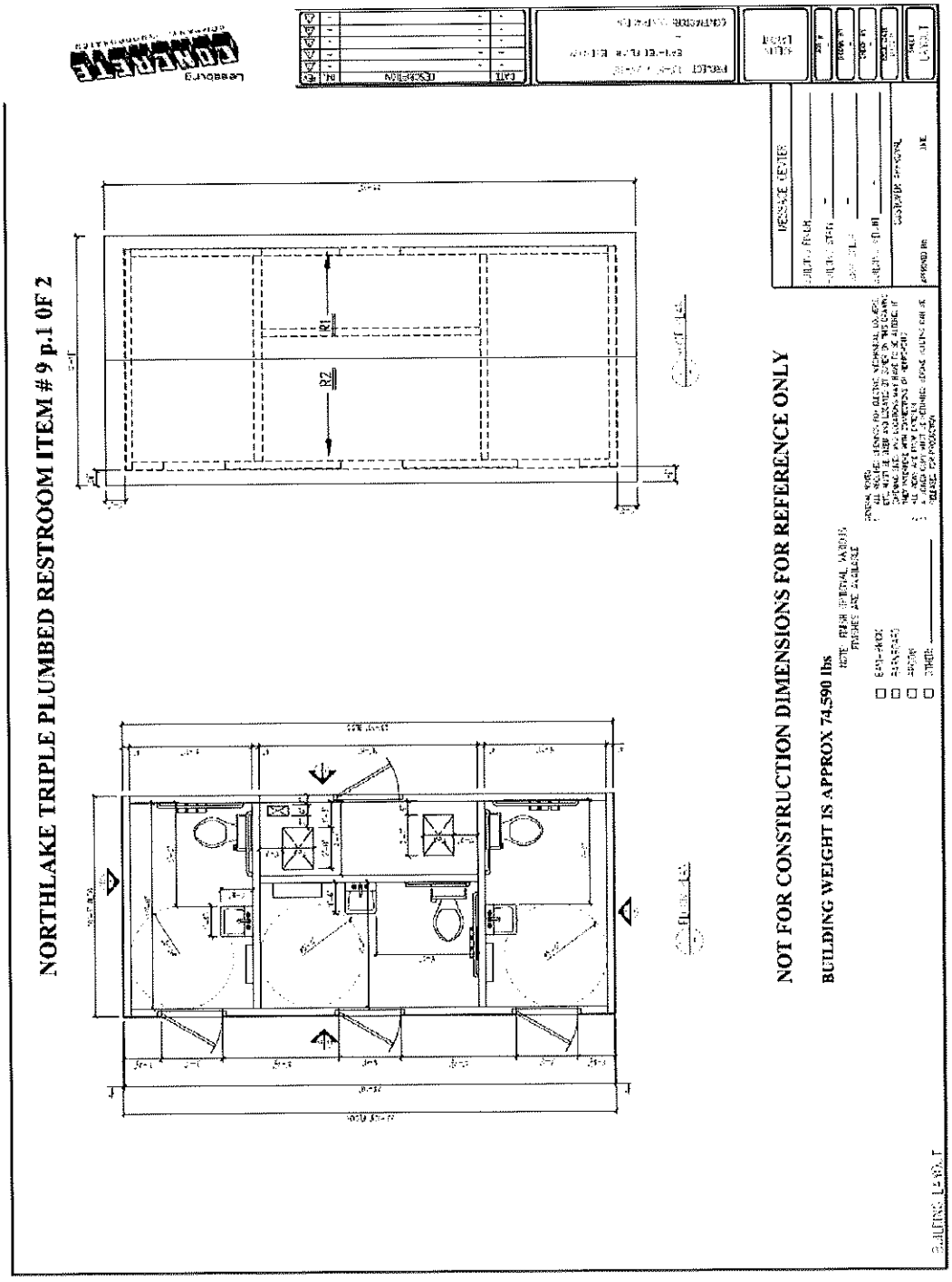
3.02 ACCESS

The contractor must provide for a level, unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead obstructions may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.


LOGAN SINGLE PLUMBED RESTROOM ITEM #6
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX. 33,000 lbs.

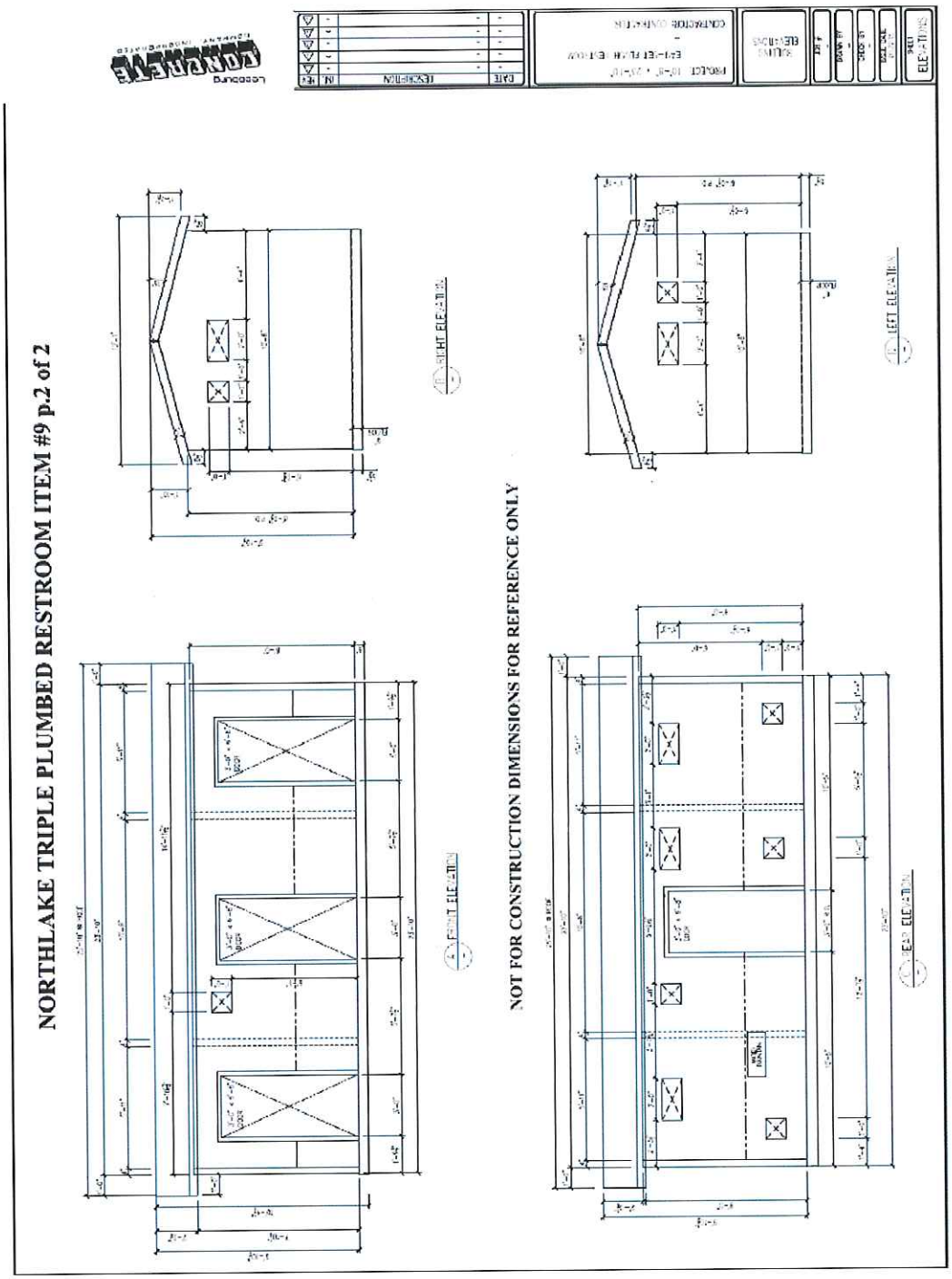

CARSON DOUBLE PLUMBED RESTROOM ITEM # 7
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY

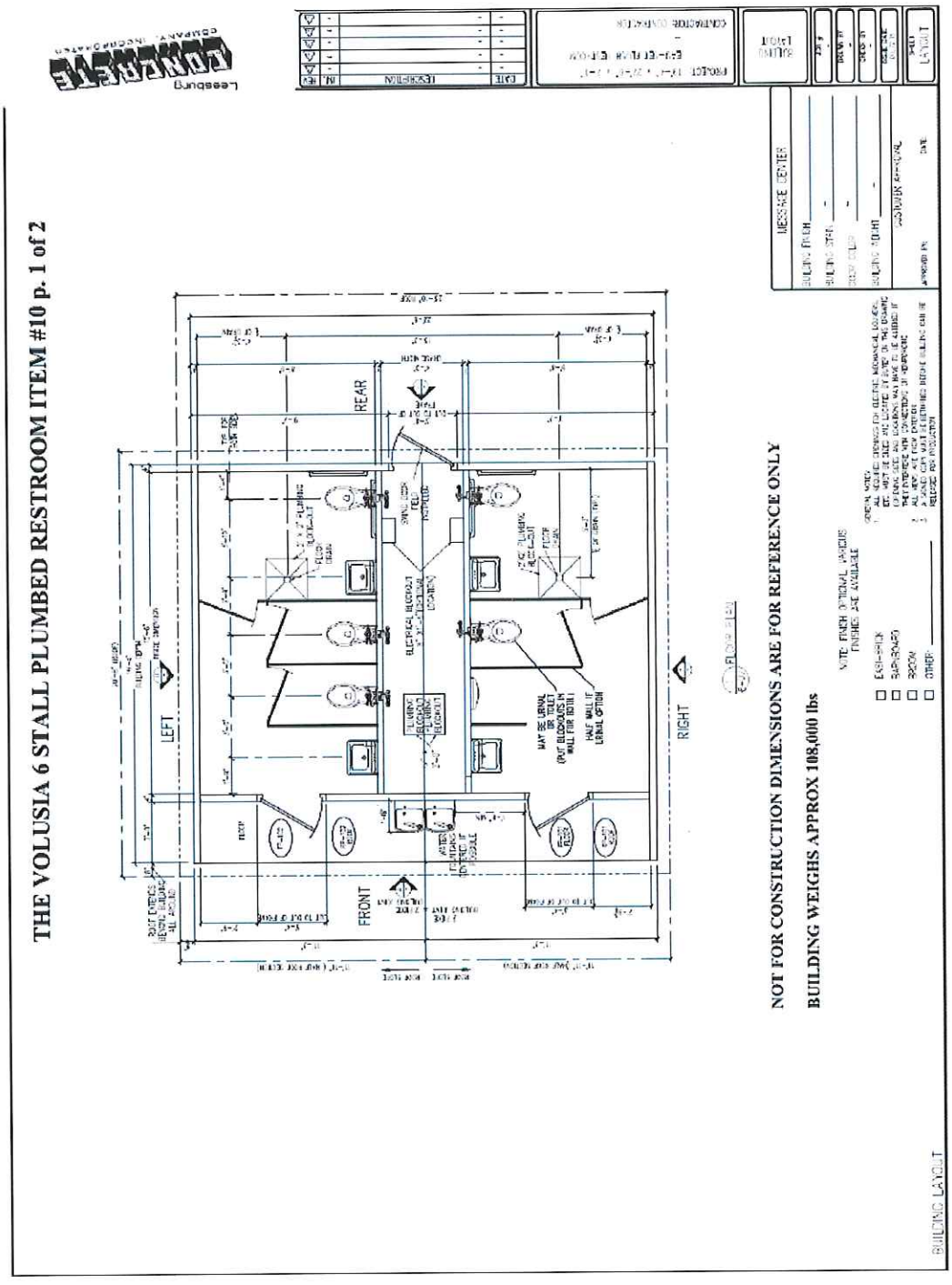

SIERRA OUTBACK DUAL WET RESTROOM ITEM # 8
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX 60,841
RIGHT ELEVATION
LEFT ELEVATION
FRONT ELEVATION
REAR ELEVATION
FLOOR PLAN
ROOF PLAN
BUILDING LAYOUT

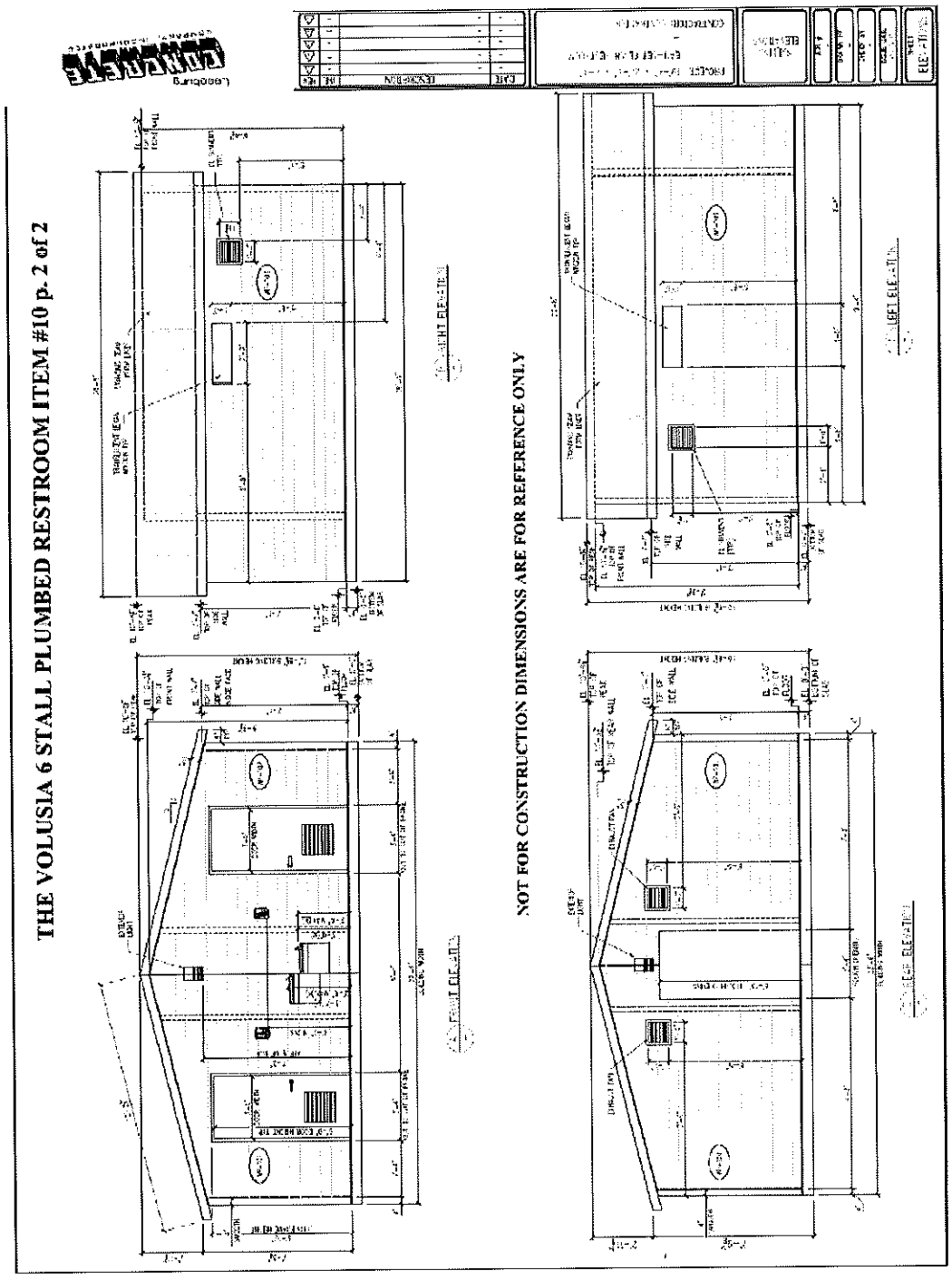

NORTHLAKE TRIPLE PLUMBED RESTROOM ITEM # 9 p.1 0F 2
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX 74,590 lbs

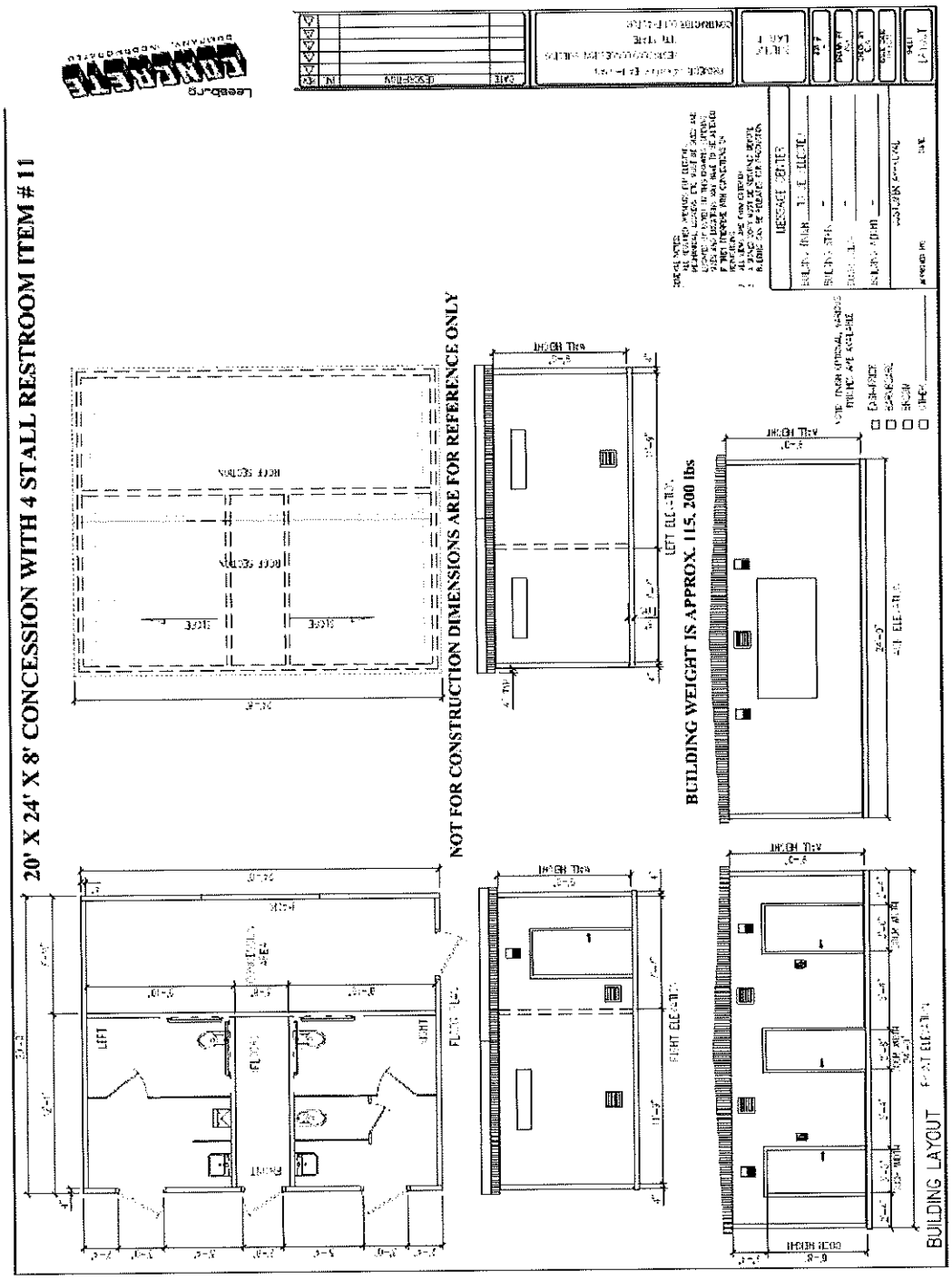
NORTHLAKE TRIPLE PLUMBED RESTROOM ITEM #9 p.2 of 2

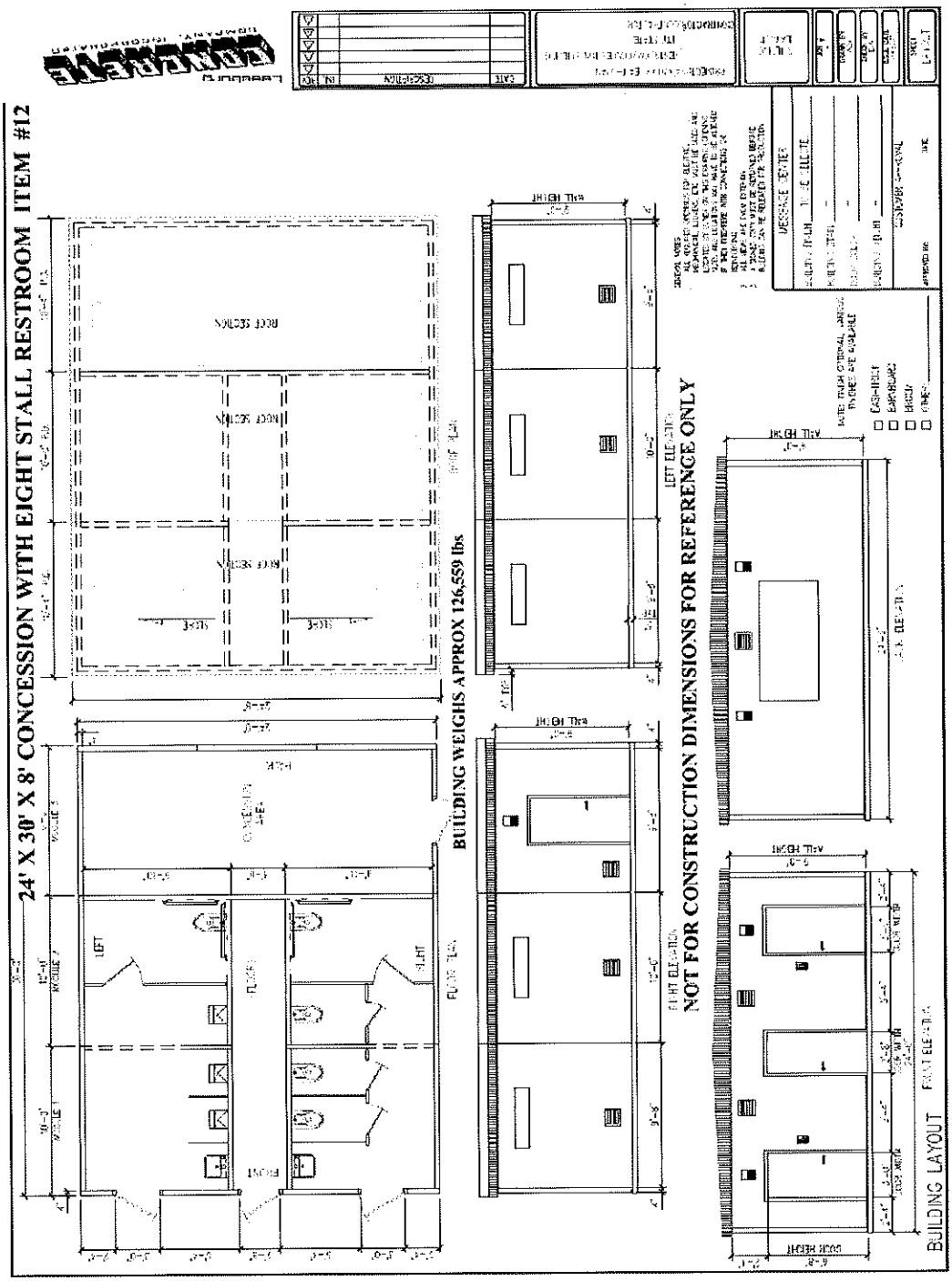
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY




THE VOLUSIA 6 STALL PLUMBED RESTROOM ITEM #10 p. 1 of 2
NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY
BUILDING WEIGHS APPROX 108,000 lbs
REAR
LEFT
RIGHT
FRONT
BUILDING LAYOUT


THE VOLUSIA 6 STALL PLUMBED RESTROOM ITEM #10 p. 2 of 2
NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY


20' X 24' X 8' CONCESSION WITH 4 STALL RESTROOM ITEM # 11
NOT FOR CONSTRUCTION DIMENSIONS ARE FOR REFERENCE ONLY
BUILDING WEIGHT IS APPROX. 115, 200 lbs
BUILDING LAYOUT


24' X 30' X 8' CONCESSION WITH EIGHT STALL RESTROOM ITEM #12
BUILDING WEIGHS APPROX 126,559 lbs
NOT FOR CONSTRUCTION DIMENSIONS FOR REFERENCE ONLY
BUILDING LAYOUT

SECTION 5

Site Assembled Precast Panelized Building

Specifications for the Site Assembled Precast Panelized Building
Drawing 13: 20' x 24' p.43
Drawing 14: 20' x 30' p.44

SITE ASSEMBLED PRECAST CONCRETE BUILDING

SPECIFICATION SHEET

PART 1 – GENERAL

1.01 SUMMARY

Contractor or Manufacturer to furnish a turn-key site assembled precast concrete building and set it upon a level and compacted granular rock sub-base with up to a 100 ton crane, all included in the bid price. All site clearing and rough grading to within 6 inches of level are done by owner, excavation for sub-base to be done by contractor or manufacturer. To be an EasiSet/EasiSpan Building as manufactured by Leesburg Concrete Company Incorporated. Contractor or Manufacturer will pull all permits and connect to utilities, if any, that are stubbed no more than 25' from the desired install location; utilities located further than 25' will be individually negotiated.

1.02 QUALITY ASSURANCE

A. ACI-318-08, "Building Code Requirements for Reinforced Concrete". Concrete Reinforcing Institute, "Manual of Standard Practice".

B. ANSI/ASCE-7-10 "Building Code Requirement for Minimum Design Loads in Buildings and Other Structures".

C. Florida Building Code 2014

D. IBC 2012

E. Concrete Reinforcing Institute, "Manual of Standard Practice".

F. UL-752 test method level 5 for bullet resistance on concrete surfaces, certified by an independent ballistic laboratory.

G. Fabricator must be a certified producer/member of The National Precast Concrete Association (NPCA).

H. No alternate building designs to the pre-engineered building as produced by Leesburg Concrete will be allowed unless pre-approved by the owner 10 days prior to the bid date.

1.03 DESIGN REQUIREMENTS

Easi-Span roof and floor sections are fabricated in 10' widths and 20 or 24 foot lengths using a tri-beam post tensioning system.

A. Design Loads

1. Seismic Design Category 'C', Importance Factor 1
2. Standard Live Roof Load – 60 PSF
3. Standard Floor Load – 250 PSF (if precast floor provided by building manufacturer)
4. Standard Wind Loading – ASCE 7-10 conforming to geographic area.

B. Roof: Roof panel incorporates a tri-beam post tensioned system that has a minimum of 8" slope from peak to edge. Each panel to be post tensioned. The roof shall extend 4" beyond the wall panel and have a turndown design which extends ½" below the top edge of the wall panels to prevent water migration into the building along top of wall panels. Roof shall also have an integral architectural ribbed edge.

1. Option: If indicated on contract drawings, building can be made expandable with a removable ribbed fascia panel. End wall and roof must have imbeds to allow post-tensioning of additional

sections onto existing structure without de-tensioning the existing structure. Roof slabs must be designed to span the free area without internal support for intermediate modules without end walls.

C. Keyway Roof and Floor Joints: Grout in keyways above cast in rubber Durajoint water stop with SikaFlex Floor panel or contractor supplied C.I.P slab must have a ½" step-down around the entire perimeter to prevent water migration into the building along the bottom of wall panels.

1.04 SUBMITTALS

A. Drawings and calculations sealed by a professional engineer, licensed to practice in the state where the project is located, shall be submitted for approval.
B. Manufacturer to provide cut sheets on all attached fixtures.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Concrete: Steel-reinforced, 5000 PSI minimum 28-day compressive strength.

B. Reinforcing Steel: ASTM A615, grade 60 unless otherwise specified.

C. Post-tensioning cable shall be 41K polystrand CP50, .50", 270 KSI, 7-wire strand, enclosed within a greased plastic sheath (ASTM A416). There will be a minimum of three post-tensioning cables connecting roofs and floors together to provide a watertight monolithic diaphragm.

D. Caulking: All joints between panels shall be caulked on the exterior and interior surface of the joints. Caulking shall be SIKAFLEX-1A elastic sealant or equal. Exterior caulk joint to be 3/8" x 3/8" square so that sides of joint are parallel for correct caulk adhesion.

E. Optional Vents: Two screened aluminum vents to be cast in rear wall. Vents shall be SUNVENT 8"x16"with bug screen, or equal

F. Panel Connections: All panel connections shall be welded together utilizing imbedded weld plates with Nelson anchors. Assembly shall be welded by a certified welder.

2.02 ACCESSORIES

A. Doors and Frames: Shall comply with Steel Door Institute "Recommended Specifications for Standard Steel Doors and Frames" (SDI-100), and as herein specified. The building may be equipped with double 3'-0" x 6'-8" x 1-3/4", 18-gauge galvanized/insulated CECO Imperial right hand reverse metal doors with 16-gauge galvanized frames, or equal. Doors and frames shall be bonderized and painted one coat of rust inhibitive primer and one finish coat of enamel paint.

B. Door Hardware:

1. Handle: Yale 8822 Mortise Lever Lockset

2. Hinges: PB-31/NRP/26D 4 ½" x 4 ½" (chrome-plated with non-removable hinge pins), 3 per door or equal.

3. Lock Set: PDQ Industries KR116 – 32D (stainless steel finish) or equal.

4. Surface Bolt, Upper: Cal-Royal 045901426D (satin chrome finish) or equal.

5. Surface Bolt, Lower: Cal-Royal 045901426D (satin chrome finish) or equal.

6. Removable Astragal: A4441/68R or equal, optional.

7. Threshold: National Guard 897V60 raised interior, extruded aluminum threshold with neoprene seal or equal.

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

9. Drip Cap: National Guard 15D72 or equal.

10. Door Stop: Ives 445B26D (Inactive leaf only) or equal.

C. (1) Solatube 160 DS 10" skylight.

2.03 FINISHES

A. Interior of Building: Smooth form finish on all interior panel surfaces.

B. Exterior of Building shall be form lined finished in a pattern selected from the Lake County Building Finish Options page and noted on the drawings.

C. Paint: 1 coat of Loxon primer and two coats of Duracraft paint in owner's choice of exterior color. Inside walls to be painted in white, floor to be painted in Sherwin Williams HC Silver Gray # 124.

PART 3 – EXECUTION

3.01 SITE PREPARATION REQUIREMENTS (Field assembled on cast-in-place floor)

OPTIONAL: Slab on grade to be designed by Engineer of Record and poured by others to a minimum 6" thick and 4,000 psi steel reinforced concrete. Slab to be level within 1/8" in both directions and capable of supporting loads imposed by the structure, with a ½" step-down along the perimeter edge.

3.02 SITE PREPARATION (Field assembled on precast floor system)

A. EASI-SPAN® building shall bear fully on a crushed stone base that is at least one foot larger in all directions than the footprint of the building.

B. Stone shall be a minimum of 4" thick or down to firm sub grade. The vertical soil capacity under stone shall be compacted to have minimum bearing of 1,500 pounds per square foot. Stone shall be 3/8" or smaller and must be screeded level within ¼" in both directions. Stone shall be placed within a perimeter form with flat and level top edge for screeding. Forming material shall remain around stone after the building is set.

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

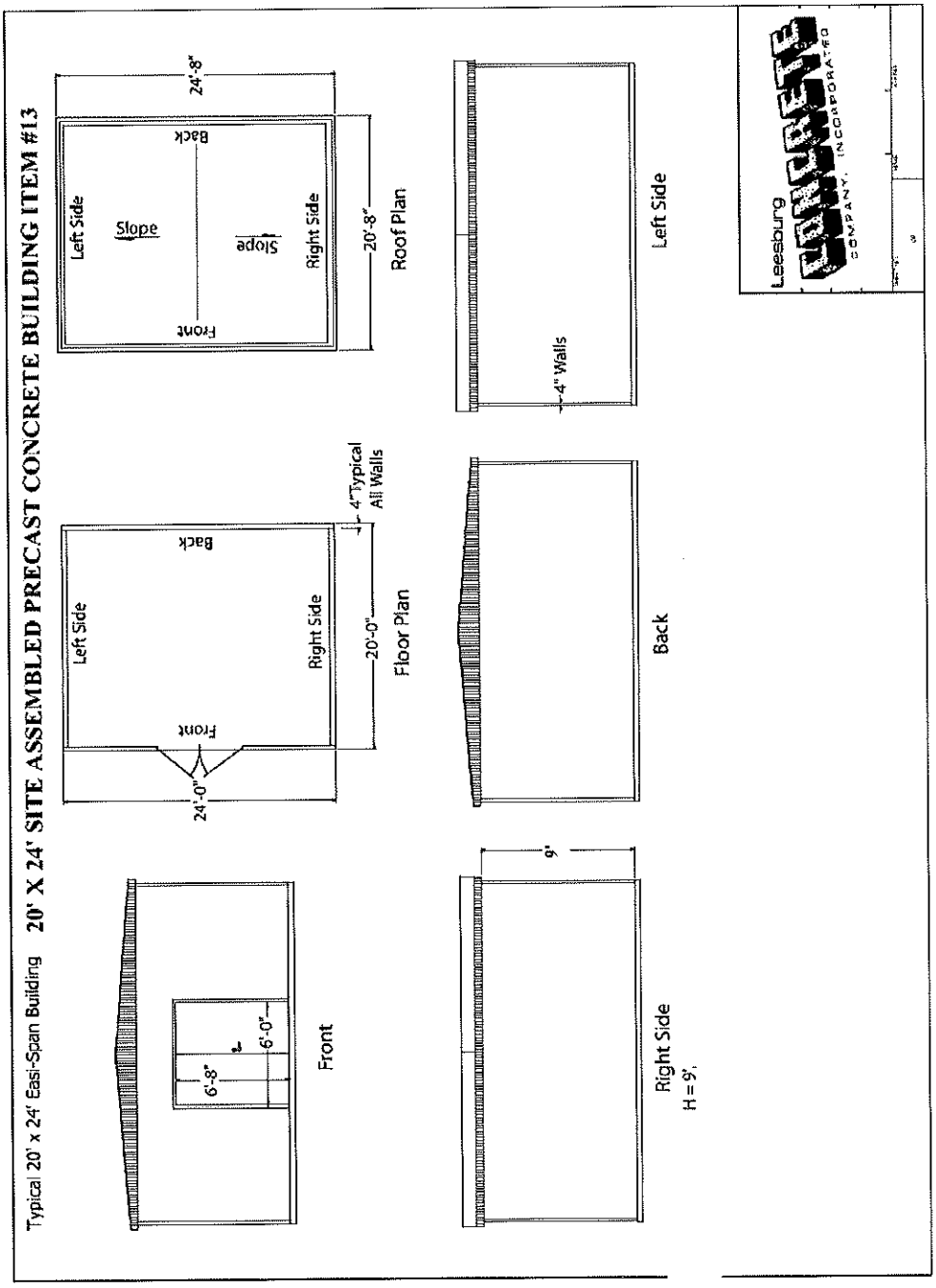
OR

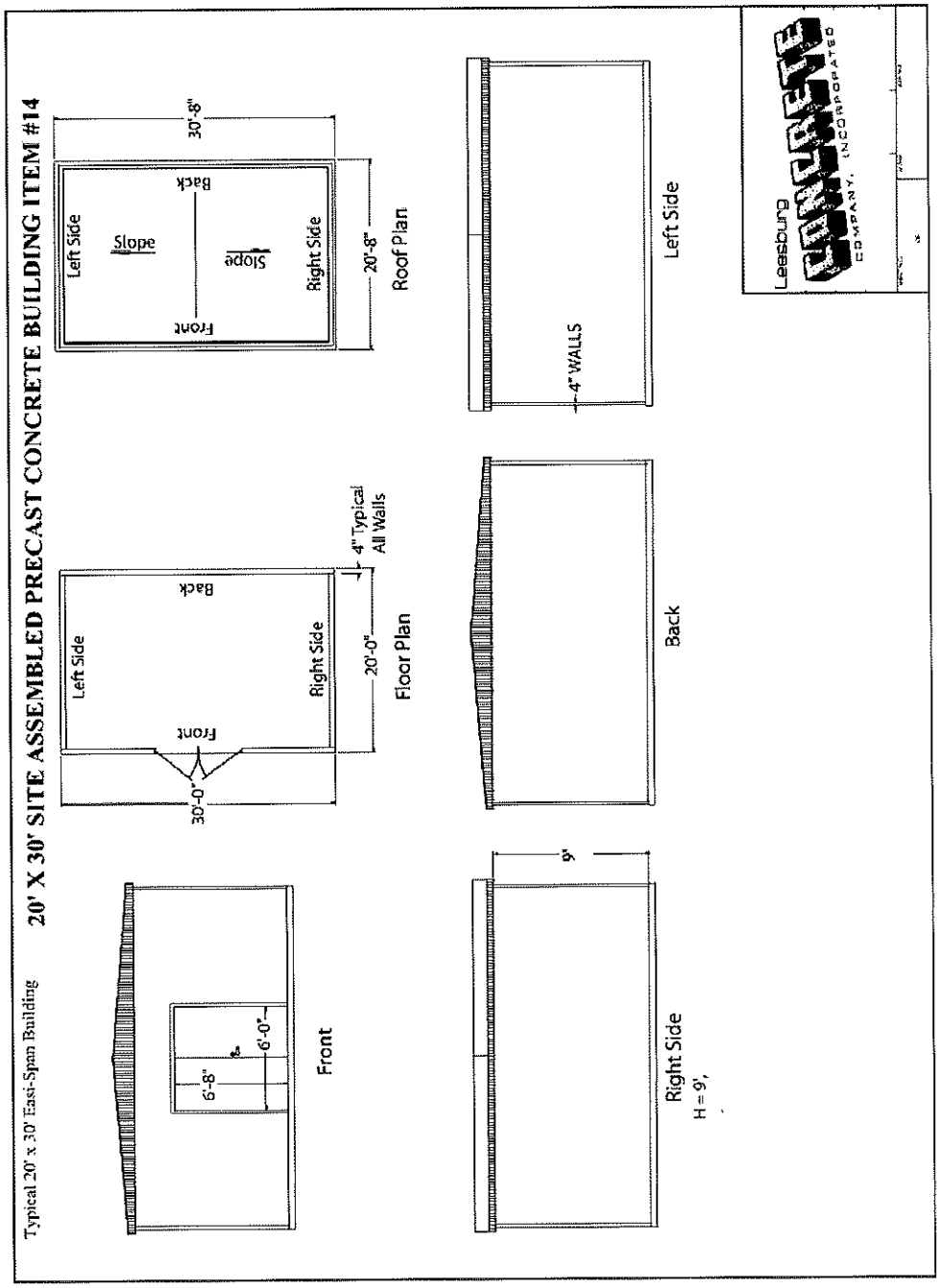
If building is placed on pavement or concrete slab, substrate below pavement or slab must have a vertical soil capacity of 1,500 pounds per square foot. Place stone or sand to 1" above highest point of area where building will be placed and at least 1'-0" wide all around the building footprint. Retain stone or sand with a perimeter form to prevent the material from washing out.

D. Provide positive drainage for the fill, pad, or slab as required.
E. Contractor or Manufacturer to haul off excess dirt from excavation for sub-base and sidewalk.

3.03 ACCESS

The contractor must provide for a level unobstructed area large enough for a 100 ton crane and a tractor-trailer to park adjacent to the pad. Crane must be able to place outriggers within 5'-0" of edge of pad, and truck and crane must be able to get side by side under their own power. No overhead lines may be within 75' radius of center of pad. Firm roadbed with turns that allow 65' lowbed tractor-trailer must be provided directly to site. No building shall be placed closer than 2'-0" to an existing structure.


Typical 20' x 24' East-Span Building
20' X 24' SITE ASSEMBLED PRECAST CONCRETE BUILDING ITEM #13
24'-8"
Back
Left Side
Slope
Slope
Right Side
Front
20'-8"
Roof Plan
Left Side
4" Walls
4" Typical All Walls
Back
Left Side
Right Side
Front
20'-0"
24'-0"
Floor Plan
Back
9'
6'-0"
6'-8"
Front
Right Side
H = 9'
Leesburg
CONCRETE
COMPANY, INCORPORATED



ATTACHMENT B: ADDENDUM

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: March 29, 2016

Invitation to Bid (ITB) 16-0214

Provide and Install Pre-cast Concrete Restrooms and Other Buildings

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

This addendum DOES NOT change the date for receipt of bids or proposals.

Due to limited participation, the County hereby schedules a second mandatory pre-bid meeting at the same locations cited in ITB provision 1.4 commencing at 9:30 AM on Monday, April 4, 2016. Vendors that attended the initial meeting do not need to attend the second meeting. A copy of the attendee list for the first meeting is attached hereto.

Typographical errors contained in the initial ITB are corrected as follows:

1. The header on pages 2 through 14 of the solicitation is amended to read ITB 16-0214.

2. Replacement ITB page 23, now containing the County's Reciprocal Preference certification, is attached hereto. Vendors are to use and include this replacement page in their bid response.

Acknowledgement of Addendum:

Firm Name: Leesburg Concrete Company, Incorporated Date: 4/11/2016

Signature: _____ Title: V.P.

Typed/Printed Name: Kirkland J. Rouse

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. [X] 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 [X] 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.

N/A

Reciprocal Vendor Preference:
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. Primary business location of the responding vendor (city/state): Leesburg, Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: X Yes ___ No If "yes" is checked, provide supporting detail:
Leesburg Concrete operates thier office and manufacturing facility in Leesburg, FL. Our company employs 35 - 50 employees depending upon production demand. In addition we work with other local businesses for materials and service as much as possible.
DUNS Number (Insert if this action involves a federal funded project): 06-197-8292

General Vendor Information and Proposal Signature

Firm Name: Leesburg Concrete Company, Incorporated
Street Address: 1335 Thomas Ave. Leesburg, FL 34748
Mailing Address (if different): _____
Telephone No.: (352) 787-4177 Fax No.: (352) 787-7935 E-mail: krouse@leesburgconcrete.com
FEIN No. 59 - 2344269 Prompt Payment Terms: 2 % 10 days, net 30
Signature: _____ Date: 4/11/2016
Print Name: Kirkland J. Rouse 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
[ ] Multiple Award vendor (unit price basis)
[ ] Multiple Award vendor (spot bid)
[ ] Primary vendor for items: _____
[ ] Secondary vendor for items: _____
[ ] Other status: _____
Signature of authorized County official: _____ Date: _____
Printed name: _____ Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____

LAKE COUNTY OFFICE OF PROCUREMENT SERVICES
SIGN-IN SHEET

Project Title: Pre-Casr Rest Rooms and Other Building

Project Number: ITB16-0214

Purpose of Meeting: Mandatory Pre-Bid Meeting

Opening Date: 13 Apr 16

Pre-Bid Date: 29 Mar 16

C.O.: B. Schwartzman

NAME	COMPANY NAME	ADDRESS	PHONE/FAX	E-MAIL
Kirk Rouse	Leesburg Concrete Co Inc.	1335 Thomas Ave, Leesburg	352 787 4177	KRouse@leesburgconcrete.com
Ken Wagner	Wagner 3 Ventures Inc	PO Box 490106 Leesburg 34749	352 787-5540	kwagner@wagner3.net

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. 2

Date: April 5, 2016

Invitation to Bid (ITB) 16-0214

Provide and Install Pre-cast Concrete Restrooms and Other Buildings

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

This addendum DOES NOT change the date for receipt of bids or proposals.

The second mandatory pre-bid meeting was completed as scheduled by ITB addendum 1 (attendee list attached), with the following comments or question/answers provided as follows:

General:
The second meeting commenced with a general review of solicitation terms and conditions, with no changes or revisions made in any regard. The issue of a 60 day performance period after issuance of a notice-to-proceed for each individual installation was discussed and re-confirmed. The road bed requirement in specification paragraph 3.0 was discussed with the vendor asked to submit that question in writing (see question/answer 2 below). A question arose regarding soil boring and related ground support to structures. The County advised there should be no issue in this regard at any specific site given the specified construction process. This discussion resulted in question/answer 1 below. In response to inquiry, the County confirmed there would be no grounding required as most of the sites will not involve electrical infrastructure. In response to inquiry, it was confirmed that the posts installed around the restroom at the Astatula boat ramp had been installed by Parks personnel.

Questions and Answers
The following questions and answers are provided in response to previous and current written questions:

Question 1: Soil conditions
Being that these are new site locations and no soil logs to verify, if no-suitable soils are found during excavation and/or failure to be able to get required compaction will a change order be issued to correct issue.
Answer 1: The County will insure the site is ready for installation.

Question 2. Under the specification sheet my item 3.0 to access. This calls out for the contractor to install or affirm that there will be a firm roadbed with turns that allow 65 foot low bed tractor-trailer must be provided directly to the site. When the question was asked at the pre-bid it was stated that most of these buildings will be on sites that have already been constructed and should not be an issue. If this would come up, what is the allotted distance that we need to figure or will this be a change order site specific?
Answer 2: County will provide adequate access for equipment to within 30' of project area.

Question 3: Can you please provide clarification on the following Additive Accessories and Options (pages 21 and 22 of the Invitation to Bid)
Question 3a: Under pricing Item 2: Dyson Air Blade AB04-120-G Hand Dryer – Dyson also makes an AB14-120-G model which is not as quiet as the AB04, but it less expensive. Please confirm that the AB04-120-G is correct model #.
Answer 3a: AB04-120-G is the correct model # and should be used for the base bid. An approved equal can also be offered by the vendor with the County reserving the right to choose.
Question 3b: Under Pricing Items 4 to 8: Please confirm whether or not faucets and/or flush valves need to be included in price. If faucets should be included please provide model number for either push button faucet or handle faucet. We generally price/supply Sloan flush valves. If flush valves should be included, please confirm that Sloan is an acceptable manufacturer.
Answer 3b: This is a turn key operation therefore faucets and flush valves are required. Push button faucets are preferred; Delta brand or approved equal are acceptable. Please see photo of existing faucets. Sloan brand or other approved equal flush valves are acceptable.

Acknowledgement of Addendum:

Firm Name: Leesburg Concrete Company, Incorporated Date: 4/11/2016

Signature: _____ Title: V.P.

Typed/Printed Name: Kirkland J. Rouse

ATTACHMENT C: PRICING

SECTION 4 – PRICING/CERTIFICATIONS/SIGNATURES ITB Number: 16-0214

ITB TITLE: PROVIDE AND INSTALL PRE-CAST CONCRETE RESTROOMS

NOTES:

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

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: March 29, 2016

Addendum #2, Dated: April 5, 2016

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

* Revised price to accompany letter 05/19/16

PRICING SECTION

Specification Section 2: Provide and Install Precast Concrete Buildings

Item 1: 10' x 12' x 8'h storage building Total $ 39,984.

Item 2: 30' x 8' x 8'h dugout Total $ 44,175.

* Revised price to accompany letter 05/19/16

Item 3: 31' x 8' x 8'h dugout with storage Total $ 55,564.

Specification Section 3: Provide and Install Precast Concrete Dry Vault Restrooms

Item 4: Blue Ridge Single Dry Vault Restroom Total $ 42,261.

Item 5: Sierra Outback Double Dry Vault Restroom Total $ 68,456.

Specification Section 4: Provide and Install Precast Concrete Plumbed Restrooms

Item 6: Logan Single Plumbed Restroom Total $ 59,227.

Item 7: Carson Double Plumbed Restroom Total $ 79,129.

Item 8: Sierra Outback Double Plumbed Restroom Total $ 79,188.

Item 9: Northlake Triple Plumbed Restroom Total $ 104,983. *

Item 10: Volusia 6 stall Plumbed Restroom Total $ 119,000.

Item 11: 20' x 24' x 8'h Concession with Four Stall Restroom Total $ 143,963.

Item 12: 24' x 30' x 8'h Concession with Eight Stall Restroom Total $ 186,545.

Specification Section 5: Provide and Install Site Assembled Precast Panelized Building

Item 13: 20' x 24' Site Assembled Panelized Building Total $ 62,326.

Item 14: 20' x 30' Site Assembled Panelized Building Total $ 71,962.

Total price for Items 1 through 14: $ 1,156,763. *

Additive Accessories and Options (Provide and Install)

1. Xelerator Hand Dryer Model XLBW $ 607.
2. Dyson Air Blade ABO4-120-G Airblade Hand Dryer $ 1,836.
3. 2 Ton Bard HVAC with Heat and thermostat $ 3,004.
4. Kohler china Soho White wall mounted sink $ 323.
5. American Std Model # 3695.128 rear discharge toilet $ 529.

6. Stainless steel urinal Acorn Engineering # 1709HEU $ 1,502.

7. Stainless steel pit toilet Acorn Engineering #2131 $ 2,094.

8. Kohler K4991-ET-0 Bardon china urinal $ 350.

9. Koala Kare Baby Changing St model # KKP-KB200-00 $ 324.

10. Electrical Package to include: $ 1,900.
- 100 Amp panel with GE 12 circuit
- 24 space 100 Amp Main Breaker Load Center
- Interior lights (3 each)
- Portfolio 26.5 inch white fluorescent with light diffusing shield.
- Exterior – (2) - Utilitech Pro 180 2-head motion activate flood light.
- GFCI outlet (1 ea)

Price for each additional interior light: $ 220.
Price for each additional GFCI outlet: $ 156.

11. SA 12" Centrifugal fiberglass exhaust fan, assume electric is provided in building. $ 282.

12. 4" deep concrete sidewalk with Fibermesh priced per sqft: $ 6.

13. 6" deep concrete sidewalk with Fibermesh priced per sqft: $ 7.

14. 200 Ton Crane Upcharge, 50' reach, per installation effort: $ 3,125.

Vendor's Florida License Type and Number: State of Florida-Mfg License 8760009503
Building Contractor, Shawn B. Thomas, Leesburg Concrete Company, Inc. CBC1254153

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

Certification Regarding Acceptance of County Electronic Payable Process
Vendor will accept payment through the County's VISA- based electronic payment system: [X]
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2016

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

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

PRODUCER	CONTACT NAME: Connie Russell
Lassiter-Ware Insurance of Leesburg 1317 Citizens Blvd. Leesburg FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): (888) 883-8680 E-MAIL ADDRESS: ConnieR@lassiter-ware.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Leesburg Concrete Company, Incorporated 1335 Thomas Ave. Leesburg FL 34748	INSURER A: Amerisure Mutual Insurance	23396
	INSURER B: Amerisure Insurance Company	19488
	INSURER C: Insurance Company of the West	27847
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master 15/16 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	Y	CPP2080348	12/22/2015	12/22/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	Y	CA20664400501	12/22/2015	12/22/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU20664430502	12/22/2015	12/22/2016	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WFL502640401	5/1/2015	5/1/2016	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			CPP2080348	12/22/2015	12/22/2016	Limit:	150,000
A	Installation Floater			CPP2080348	12/22/2015	12/22/2016	Limit:	143,000

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

ITB Number 16-0214

The certificate holder is an additional insured for premises operations under the terms and conditions of the general liability policy with respects to work being performed by the named insured as required by written contract. This insurance shall be primary and non-contributory to the general liability. The Workers Compensation, General Liability & Business Auto policies contains a Waiver of Subrogation in favor of the certificate holder. Cancellation for all policies except WC: Cancellation: Thirty (30) day's notice except for Ten (10) day's notice for non-payment of premium.

CERTIFICATE HOLDER

Lake County, A Political Subdivision
of the State Florida, And the Board of
County Commissioners
P O Box 7800
Tavares, FL 32778-7800

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mitch Wiley/VIVR

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