



## INVITATION TO BID (ITB)

### Guardrail and Handrail Repair, Replacement, Installation and Related Services

<b>ITB Number:</b>	<b>16-0411</b>	<b>Contracting Officer:</b>	Sandra Rogers, CPPB
<b>Bid Due Date:</b>	December 10, 2015	<b>Pre-Bid Conf. Date:</b>	Not applicable
<b>Bid Due Time:</b>	3:00 PM	<b>ITB Issue Date:</b>	November 10, 2015

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not required as stated in Section 1.9
Certificate of Competency/License:	See Section 1.15
Indemnification/Insurance:	See Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable

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

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

#### NO-RESPONSE REPLY

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

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

#### VENDOR IDENTIFICATION

**Company Name:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to establish contract(s) with one or more contractor(s) to repair, remove, replace or install guardrails and handrails at various locations throughout Lake County. The scope of services shall consist of: the removal and repair of damaged sections of guardrail or handrails, the removal and replacement of guardrail or handrail sections, general maintenance, realignment of panels, posts, offset blocks, anchors and hardware, installation of new or modified guardrails or handrails to bring the existing structures into compliance with current Florida Department of Transportation (FDOT) standards, and installation of new guardrails or handrails as requested by the County. All work shall be in compliance with all contract specifications and the most recent edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Multiple contractors may be selected to complete the work as described within the document.

**Section 1.2: Designated Procurement Representative**

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

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

Phone : 352.343.9832  
Fax : 352.343.9473  
E-mail: srogers@lakecountyfl.gov

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

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

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

To be considered for award, the Contractor shall be well versed and experienced with the current processes to be able to complete the work in accordance with the specifications and as directed by the Project Manager. The Contractor must meet the following minimum qualifications:

- Have a minimum of five (5) years experience in the type of services required in this solicitation.
- Be able to provide a list of five (5) successfully completed projects of a similar scope and nature along with the completion date and contact information for the owner of each project. This list shall be included with the bid response.
- Have access to the proper equipment needed to complete the project. A list of the proposed equipment to accomplish the tasks shall be included with the bid response.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable to this solicitation

**Section 1.5: Term of Contract – Twenty-Four (24) Months**

The contract to be awarded shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twenty-four (24) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise agreed by the County and the chosen vendor.

**Section 1.6: Option to Renew for three (3) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew the contract for three (3) 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: CPI-W. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

**Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases**

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

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

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

### **Section 1.8: Insurance**

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

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

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

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

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

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

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

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

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

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

Loss of Use at coverage value: \$ \_\_\_\_\_  
 Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

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

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

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

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

Certificate holder shall be:

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

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

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

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

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

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

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

### **Section 1.9: Bonding Requirements**

Not applicable to this solicitation

### **Section 1.10: Completion/Delivery**

As specified in the Scope of Services in Section 2.

### **Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a

physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

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

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

### **Section 1.12 Delivery and Completion of Solicitation Response**

#### **Section 1.12.1: Delivery of Solicitation Response**

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

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

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

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

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

## TAVARES, FLORIDA

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

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

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

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

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

**Section 1.12.2: Completion Requirements for Invitation to Bid**

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

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

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

Specific Completion Directions:

- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation and showing a minimum of five (5) years experience in type of services required by this contract and with similar type projects.
- Submit a list of the proposed equipment to accomplish the tasks.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- Submit copy of Business License.
- Submit a list of names of the subcontractors or other persons or organizations that may be utilized by the contractor for principal or incidental portions of the work to be performed under the contract.
- Submit the manufacturer of the material that shall be used during the contract period to include certification as stated in provision 1.16.

### **Section 1.13: Accident Prevention and Barricades**

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

### **Section 1.14: Accuracy**

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

### **Section 1.15: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the

prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.16: Certification of Materials**

As part of this bid, the Contractor shall provide a certification from the manufacturer confirming that all materials that are being used during the term of the contract, meet the requirements of these specifications, and Engineering drawings provided by the County, and the Design Standards. Also furnish a Certificate of Compliance certifying that the guardrail system, materials and construction practices comply with applicable Design Standards. This information shall be supplied to the County if there is a change of manufacturers during the contract period.

**Section 1.17: Competency of Vendors and Associated Subcontractors**

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

**Section 1.18: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.19: Contractors Personnel and Equipment**

Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications. The Contractor shall be fully responsible for the performance of its organization and completion of all work under the contract. The Contractor

shall, at all times maintain good discipline and order at the work site. The Contractor shall maintain a dress code for its employees with a minimum of shirt, safety vest, shorts and shoes in decent condition at all times while the work is being performed. The Contractor shall furnish all labor, equipment, fuel, materials, any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and subject to the terms and conditions of the contract. The Contractor shall designate a competent Contractors Representative who shall not be replaced without written notice to the Project Manager at least twenty-four (24) hours before the change. The Contractor's Representative shall be present at job sites and shall have the authority to act on behalf of the Contractor. All communications (both verbal and written) given to the Contractor's Representative will be as binding as if given the Contractor.

### **Section 1.20: Contractor's Schedule**

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 Contractor. In these cases, the Contractor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County. The Contractor shall maintain coordination with the Project Manager at all times.

### **Section 1.21: Federal or State Funding**

If any project given to the Contractor is one in which federal or state funds shall be used, the Contractor is hereby informed that payment shall be contingent upon receipt of said Federal or State funds or approval. Additionally, payment shall be contingent upon the Contractor completing all required forms and documentation as necessary in order to obtain such Federal or State funding or approval.

### **Section 1.22: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation 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 bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project.

### **Section 1.23: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

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

**Section 1.24: Omission from the Specifications**

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

**Section 1.25: Special Notice to Vendors Regarding Federal and/or State Requirements**

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

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

**SCOPE OF SERVICES**

The purpose of this solicitation is to establish an on-call contract with one or more vendors to repair, remove, replace or install guardrails and handrails at various locations throughout Lake County. The scope of services shall consist of: the removal and repair of damaged sections of guardrail or handrails, the removal and replacement of guardrail or handrail sections, general maintenance, realignment of panels, posts, offset blocks, anchors and hardware, installation of new or modified guardrails or handrails to bring the existing structures into compliance with current Florida Department of Transportation (FDOT) standards, and installation of new guardrails or handrails as requested by the County. All work shall be in compliance with all contract specifications and the most recent edition of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Damaged guardrail or handrails and all associated accessories and hardware shall be replaced using like materials as approved by the County's Project Manager. Any salvageable materials that meet current specifications within the limits of each work site shall be utilized in that work site at no additional cost. All damaged guardrail materials and debris shall become property of the Contractor. Disposal of the above said items shall be the responsibility of the Contractor and shall be included in the cost associated with the replaced component. The Contractor shall remove from the right-of-way all such debris and materials at the end of each work day. All associated hardware such as, but not limited to, nuts, bolts, washers, etc., shall be included in the unit price for the installation of each component.

A Project Order Form shall be issued by email to the Contractor. The Project Order Form shall include the location, the guardrail identification number, type of damage to include the length and indicating whether or not there is end terminal damage. The Contractor shall have seven (7) calendar days to make a site inspection and return a completed quote. The County shall review the submitted quote, and if in agreement, shall sign and return the quote to the Contractor. No work shall commence without the signed quote except in the case of an emergency and as directed by the County. The Contractor shall have twenty-one (21) calendar days from the receipt of the approved and signed quote to complete the work.

The Contractor shall notify the County's Project Manager in writing by email with a schedule for the work to be completed and again upon the completion of each work request. Upon receipt of the completion notice, the County's Project Manager or other County representative shall inspect the project for acceptance.

**GENERAL REQUIREMENTS:****Occupational Safety and Health/Hazardous Materials**

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

The County's Project Manager or other County Representative may periodically monitor the work for safety. Should there be safety and/or health violations, the County's Representative may have the duty to require the Contractor to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the County's Project Manager or other County Representative, the project will be shut down immediately upon notice and no work shall resume until the unsafe condition has been remedied.

The Contractor shall be aware that while working for the County representatives from agencies such as the United States Department of Labor, OSHA, and the Division of Safety, State of Florida, are invitees and do not need permission to enter the work site.

At a minimum, all equipment used within the right of way shall be equipped with a properly operating amber flashing or white strobe light. All safety devices installed by the manufacturer shall be in place and in proper working order. If the County's Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the County's Project Manager. Inspection and approval of the Contractor's equipment by the County's Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for completion of the service.

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

### **General Inspection Requirements**

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

If during or prior to operations, the County's Project Manager rejects any portion of the work on the grounds that the work or materials are defective, the County's Project Manager will give the Contractor written notice of the defect. The Contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the County's Project Manager will send a second written notice to the Contractor giving the Contractor another seven (7) calendar days to correct

the defect. If the Contractor fails to correct the deficiency within the second seven (7) calendar days after receipt of the notice, the County's Project Manager will notify the County so that the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

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

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications. In the event the County's Project Manager finds the materials or the finished product in which the materials are used 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 which 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 Project Manager's professional judgment.

### **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 contract.

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

The County's Project Manager will be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the contract documents, and will have the authority to reject materials until any questions at issue can be referred to and decided by the County's Project Manager. The County's Project Manager shall have the authority to suspend the work only if the County approves such suspension, if the County's Project Manager is someone other than the County. The Contractor shall be immediately notified in writing by the County of any suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the County's Project Manager or designee will in no way lessen the responsibility of the Contractor.

The County's Project Manager shall have the authority to order minor changes in the work not involving an adjustment to the contract amount or an extension to the contract time and not inconsistent with the intent of the contract documents. Such changes may be effected by construction directive and shall be binding on the Contractor.

The County's Project Manager shall have all other duties and responsibilities as set forth in other sections of this contract.

### **Hours of Operation**

All work performed shall be accomplished between the hours of 7:00 A.M. and 6:00 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's Project Manager. Request for permission to work must be received by the County's Project Manager no less than forty-eight (48) hours prior to the requested work day. Work on Saturdays may be permitted by verbal approval from the County's Project Manager. County Holidays are as follows:

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

Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways. Under no circumstances will permission be given for work, with the exception of emergency situations, on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day. The County's Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veteran's Day, or the day after Thanksgiving.

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 Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

**Lands for Work and Access Thereto**

The County shall furnish and define the limits of land for access to the project site. All information shown in the contract documents constitutes the extent of land provided by the County. No storage of equipment or service shall take place on private property. If any storage or service is anticipated to take place on adjoining private property, the Contractor shall contact the owner of the property to complete and sign the "Right of Entry Statement". The original of this completed form shall be provided to the County's Project Manager.

The Contractor shall supply the County's Project Manager any such form before the equipment is placed on private property. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.

As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the County. All costs associated with clean-up and debris removal must be included with the unit price. If the Contractor fails to clean up the site, the County may choose to clean up the site at the Contractor's expense and deduct the associated costs from the amount due the Contractor.

The Contractor shall, absent written permission from a private property owner, confine all equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the contract documents, and shall not unreasonably encumber the projects determined by the County's Project Manager or the County, with equipment or materials. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the Contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment and machinery and surface materials and shall leave the project site clean and ready for occupancy by the County.

**Maintenance of Traffic (MOT)**

Maintenance of Traffic shall be required for all work being completed within the limits of the County's right of way. Maintenance of traffic shall be the responsibility of the Contractor, be part of the Contractor's bid price, and shall conform to FDOT's most current edition of "Roadway and Traffic Design Standards" for Design, Construction, and Maintained Systems, FDOT's most current edition of the "Standard Specifications for Road and Bridge Construction" and the most current Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways". These documents can be ordered from

FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications)

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

1. All lane closures shall have the prior approval of the County's Project Manager.
2. 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.
3. The use of public roads and streets by the Contractor shall provide a minimal inconvenience to the public and traffic.

### **Underground Utilities**

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

### **Claims and Disputes**

Claims by the Contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the original terms of the contract.

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.

- A. Claims by the Contractor shall be resolved in the following manner:

Upon receiving the claim and supporting data, the County's Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to

the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The Contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the County that the original claim stands as is.

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

- B. 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. The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (A) above.
- C. Arbitration shall not be considered as a means of dispute resolution.

### **Damage**

All items damaged as a result of Contractor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County, etc., shall be either repaired or replaced by the Contractor, at its expense, in a manner prescribed by and at the sole satisfaction of the County's Project Manager. Any claims submitted to the County such as, but not limited to, from utility companies or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. County reserves the right to pay any such claims and deduct such amount from the Contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the Contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Contractor. Complaints shall be addressed within forty-eight (48) hours and a written report submitted to the County's Project Manager outlining actions taken to correct the complaint. The Contractor shall notify the County immediately of any complaints given directly to the Contractor.

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

### **Protection of Existing Structures, Utilities, Work and Vegetation**

Any damage to existing structures or work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the contract documents, shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the progress of the Contractor

as may be determined by the County's Project Manager. The Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

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

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

### **Final Inspection**

Upon written notice from the Contractor that the work has been completed, the County's Project Manager or other designated representative will make a final inspection. The County's Project Manager will notify the Contractor if necessary of any deficiencies, if any, with the project. The Contractor shall correct all deficiencies before final acceptance and payment is made.

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

### **Final Acceptance**

The work order by the approved quote will be considered complete when all work has been completed and has been accepted by the County and the County's Project Manager. The Contractor will then be released from further obligation except as set forth in the warranty in this contract.

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

**Warranty**

The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Contractor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Contractor are found to 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.

**TECHNICAL REQUIREMENTS:**

**GUARDRAILS:** When requested the Contractor shall repair or install new guardrail components that meet or exceed the following specifications.

**Posts:**

Use posts of either timber or steel and of the sizes and dimensions shown in the plans or that of the existing conditions. Use the particular type selected throughout a run of rail, except where special steel posts are required.

- a. Timber Posts: Meet requirements of the latest edition of the Southern Pine Inspection Bureau's Standard Grading Rules for Southern Pine Lumber, for No. 1 grade timber, and treat the posts in accordance with the requirements for post in 955-5.3. Ensure that penetration of preservative is in accordance with requirements for round piles and fence posts in 955-6.2. Shape and drill the posts prior to treatment and ensure that they do not vary more than one (1") inch [+/- 25mm] from the specified length. Dress all timber posts on all four sides (S4S).
- b. Steel Posts: Use steel posts meeting the requirements of ASTM A36 [ASTM A36M] steel. Galvanize the posts in accordance with the requirements of ASTM A 123 [ASTM A 123M], with 2oz/ft<sup>2</sup> [600 g/m<sup>2</sup>] of zinc coating. Drill the posts prior to galvanizing. Ensure that the manufacturer furnishes certification showing physical and chemical properties of each heat, the amount of spelter coating, and conformance ASTM A 123 [ASTM A 123M]. The Contractor may use steel guardrail posts of either a rolled section or a welded structural shape with nominal dimensions as shown in the Design Standards. For welded structural shapes, it must meet the following requirement:
  - i. Ensure that the design properties of the shape meet or exceed the design properties for a W 6 x 9 [W 150 x 14] shape as contained in the AISC Manual of Steel Construction.
  - ii. Weld in accordance with the requirements of ASTM A 769 [ASTMA 769M].
  - iii. After cutting posts to length, place a weld to seal the spaces between the web plate and flange plates.

- iv. Galvanize as specified above after completing all drilling and welding.
- c. Special Guardrail Posts: The designation “Special Guardrail Posts” will include only such posts that require special fabrication, for installation at locations where the normal setting would conflict with concrete structures, such as approach slabs, culvert slabs, footings, inlets, etc. Special posts, however, will not include posts for double-face median guardrail, regardless of whether they are embedded in or attached to concrete.
- d. Setting Posts: Set standard length posts vertically to the depth shown in the Design Standards. Set special length posts vertically to the depth shown in the plans. Align and realign posts as necessary, until final acceptance. Where the posts are not set in concrete or mounted on structures, backfill the post holes and thoroughly tamp material. As an alternate method, the Contractor may use a post-driving machine, meeting the approval of the County’s Project Manager and capable of driving the posts without damaging them. For guardrail post replacement, backfill and compact the existing hole prior to setting the new post. If driving timber posts through asphalt pavement, the Contractor may either block out holes for the posts during the paving operation or cut holes through the mat prior to the post installation. Either block-out or cut through an area that is at least 50% larger than the area of the post being driven. After completing installation of the posts and compaction of the backfill material, patch the area around each post with fresh hot bituminous mixture. If driving steel posts, drive the post directly through the asphalt mat. Fill depressions or cracks with fresh, hot bituminous mixture. When rock, concrete or asphalt are thicker than two-inches (2”), remove such material, backfill with suitable material, and thoroughly tamp material as detailed in the Design Standards.

**Anchor Blocks:**

Use anchor blocks of Class I concrete, and construct and place them in accordance with the requirements shown in the plans or as directed by the Project Manager.

**Offset Blocks:**

Use guardrail offset blocks of either timber, steel, recycled plastic or rubber and of the sizes specified in the Design Standards (see FDOT in Section 2.28). Treat timber blocks in accordance with the requirements for posts in 955-5.3. Ensure that penetration of preservative is in accordance with requirements for around piles and fence posts in 955-6.2. For timber offset blocks, meet the requirements of the latest edition of the Southern Pine Inspection Bureau’s Standard Grading Rules for Southern Pine Lumber, for No. 1 grade timber. Dress all timber offset blocks on all four sides (S4S). Ensure that timber offset blocks do not vary more than 0.25 inch [6mm] from the specified length.

**Rubber Blocks:**

Use rubber blocks that have a minimum Durometer hardness 50 (ASTM D 2240), show no cracking at the end of an ozone exposure of 100 +/- 10pphm or 15 hours at 100°F [38°C] (ASTM

D1149 mounting type A), do not exceed 15 points change in Durometer hardness in oven ageing for 70 hours at 158°F [70°C] (ASTM D 573), and show no cutting or tearing under 6,500 lb [29kN] load applied through a guardrail section. Ensure that the blocks present a neat appearance and have plane surfaces. Provide rubber blocks that are 6 inches [150 mm] wide, 8 inches [200 mm] deep and 14 inches [360 mm] high. Allow dimensional tolerances of +/- 5/8 inch [16mm] in height, +/- 3/8 inch [10 mm] in width, and +/- 3/8 inch [10 mm] in depth. For Recycled Plastic offset blocks, meet the requirements of Section 972.

### **Rail Elements for Guardrails:**

The Contractor shall construct or repair guardrail of the standard W-beam or thrie beam type and shall use materials for the rail and rail elements meeting the steel requirements of FDOT Standard Specifications Section 967-1. The Contractor shall install the type of guardrail panel that is existing unless otherwise directed as by the County's Project Manager. The following are different types of rails that may be used within Lake County.

- a. **Steel Guardrail:** Steel guardrail materials shall meet the requirements of AASHTO M 180, (except as specified below), and for either Class shown. Type 2 zinc coating will be required. As an exception to the requirements of AASHTO M 180, the coating properties, sampling, test methods, inspection and certification related to galvanizing regardless of the method of galvanization of the rail elements shall meet the requirements of ASTM A 123 [ASTM A 123M]. All supports, fastening and other accessories, including bolts, nuts, washers, etc., and including the steel trailing end anchorage rods required to be used with an aluminum guardrail shall be galvanized as specified in ASTM A 153 [ASTM A 153M]. Acceptance of steel guardrail materials shall be based on manufacturer's certified mill analysis of test results meeting the specification limits of the ASTM or AASHTO designation as stated above. Certification of these test values, representing each shipment of guardrail materials, shall be provided to the Project Manager for each project.
- b. **Aluminum Guardrail:** Except as might be specified otherwise in the plans, aluminum rail and hardware shall meet the requirements specified otherwise in this Article. The aluminum rail element shall consist of a 0.125 inch [3.2mm] aluminum sheet, Alloy Alclad 2024-T3, formed into a deep-beam type rail in accordance with the details shown on the Design Standards. The rail element shall meet the following requirements:
  - i. Minimum ultimate tensile strength – 62,000 psi [430MPa]
  - ii. Minimum longitudinal strength through splice joint – 80,000 lbs [350kN]
  - iii. Minimum thickness of plate – 0.125 inch [3.2mm]
  - iv. A 2 inch [50mm] test specimen shall elongate not less than 15%

### **End Anchorage Assemblies:**

When required the Contractor shall replace a damaged or install a new end anchorage assembly with the type and style that was removed unless otherwise directed by the County's Project Manager. When possible the Contractor shall reuse any parts of the existing guardrail system

that has not been damaged or otherwise are unusable. This shall include, but not be limited to, extruder heads.

**Reflectors:**

As part of this contract, the Contractor shall be required to install new reflector, linear delineation systems, and reflective stickers on the end anchorage assembly head.

- a. Mount acrylic plastic reflectors on the guardrail in accordance with the details shown in the plans or the Design Standards. Provide reflectors that meet the requirements of 993-5 and are colorless or amber, in accordance with the locations of use for each, as specified in the plans.
- b. The County's Project Manager may require the installation of a linear delineation system. This system shall be 3M Diamond Grade or equivalent material laminated onto a thin gauge of aluminum. The Contractor shall install the system to be manufacturer specifications and installation procedures. Each panel shall be constructed of cube-corner retro-reflective material in standard highway colors permanently bonded to an aluminum substrate. The lateral edges of each panel shall be hemmed. The panel assembly shall have a repeating raised lateral ridge every 2.25 inches, 0.34 inches in height. Each panel shall not be less than 34 inches in length. Panel shall be available in 4.00 inch and 6.00 inch widths. Each panel shall be designated to attach/adhere to and shall be compatible with concrete safety barriers and/or highway guardrails profile and a 0.28 inch radius top.
- c. Reflective sticker shall be installed to the face of head of the end anchorage assembly. These stickers shall comply with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The cost for this shall be included in the cost of the end treatment.

**Resetting Guardrail:**

When specified by the County's Project Manager, the Contractor shall remove the existing guardrail, and reset the salvaged guardrail with existing materials when allowable. Reset the guardrail at locations shown in the plans in accordance with the Design Standards for guardrail construction or as modified by the plans. The Contractor shall prevent damage to reusable materials when removing existing guardrail; furnish all new materials necessary to complete the reset guardrail installation; set posts in accordance with the requirements of Design Standards 536-3; erect guardrail panels, anchors, and hardware in accordance with the Design Standards for guardrail construction or as modified by the detailed plans. The Contractor shall replace any salvageable materials damaged by the Contractor's operations at no expense to the County. If any items are determined to be non-salvageable, the Contractor shall notify the County's Project Manager prior to performing any work. The Contractor shall prepare an estimate in writing for approval of any items that need to be replaced. If the Contractor has started the work without prior approval for any replacement items, the Contractor shall do the work at no cost to the County.

**Miscellaneous Asphalt:**

Where specified, the Contractor shall supply and install an asphalt pad under and around the guardrail at a minimum of two (2) inches thick and three (3) feet wide for the length of the entire guardrail. The asphalt shall extend three (3) feet past each end post. The Contractor may choose fresh hot bituminous mixture or cold-mix asphalt. Any guardrails that have an existing asphalt base pad and are being repaired shall be completed by patching the asphalt area to like or better condition.

**Handrails:**

When requested, the Contractor shall repair or install new handrail components that meet or exceed the following specifications. The Contractor shall supply and install handrails as directed by the County's Project Manager.

- a. The maximum panel length shall be no greater than six (6) feet six (6) inches. This size may be required to be adjusted because of site conditions and the Contractor shall insure that panels are sized so to allow for the proper location of the mounting plates.
- b. All fixed joints shall be welded and ground smooth or commercially designed fixed joint systems as approved by the County's Project Manager. There shall be no gaps allowed and the joint shall seal the complete circumference. The connection from the post to the mounting base shall be welded, no other process shall be allowed.
- c. Mounting bolts shall be galvanized steel and shall not be allowed to extend past the top face of the nut more than ¼ inches. The top of the bolt shall be ground smooth.
- d. The handrails shall be either two (2) rail or three (3) rail. The height shall be according to FDOT Standards.
- e. All setscrew holes shall be filled with epoxy gel.

**Materials:**

Unless otherwise specified all posts, rails, and base plates shall be of aluminum alloy 6061-T6. The materials shall also be equal to or exceed the following specifications:

- a. Post shall be two (2) two-inch (2") nominal pipe size (NPS)
- b. Rails shall be two (2) two-inch (2") NPS
- c. Rail joint/splice sleeves 1 ½" NPS
- d. Handrail joint/splice sleeves 1" NPS
- e. Handrail 1 ½" NPS
- f. Handrail support bar 1" Round Bar
- g. Mounting base plates 8" x 6" x ½"
- h. Anchors/bolts shall be ¾" x 8" galvanized steel

**Assemblies:**

The pricing for a complete assembly shall include posts, rails, end assemblies, installation, mounting plates, and all associated hardware such as but not limited to, nuts, bolts, washers, anchors, etc. The pricing shall be provided on a per linear foot cost basis.

**3.1 DEFINITIONS**

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

**Bid:** Shall refer to any offer(s) submitted in response to this ITB.

**Bidder:** Refers to any entity that submitted a bid under an ITB.

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

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

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

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

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

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

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

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

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

**3.2 INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

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

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

**B. Public Entity Crimes**

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

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

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

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

**E. Restricted Discussions**

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

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

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

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

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

**G. Conflicts within the Solicitation**

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

**H. Prompt Payment Terms**

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

**3.3 PREPARATION OF BIDS**

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

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

### 3.4 COLLUSION

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

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

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

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

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

### 3.7 INCURRED EXPENSES

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

### 3.8 COUNTY IS TAX-EXEMPT

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

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

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

### 3.10 CANCELLATION OF SOLICITATION

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

### 3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

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

### 3.13 OTHER AGENCIES

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

### 3.14 CONTRACT EXTENSION

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

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

### **3.15 WARRANTY**

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

### **3.16 ESTIMATED QUANTITIES**

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

### **3.17 NON-EXCLUSIVITY**

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

### **3.18 CONTINUATION OF WORK**

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

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

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

### **3.20 SUBCONTRACTING**

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

### **3.21 ASSIGNMENT**

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

### **3.22 RESPONSIBILITY AS EMPLOYER**

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

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

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

### **3.24 MODIFICATION OF CONTRACT**

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

### **3.25 TERMINATION FOR CONVENIENCE**

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

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

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

### **3.27 TERMINATION FOR DEFAULT**

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

### **3.28 FRAUD AND MISREPRESENTATION**

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

### **3.29 RIGHT TO AUDIT**

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

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

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

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

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

### **3.31 GOVERNING LAWS**

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

### **3.32 STATE REGISTRATION REQUIREMENTS**

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

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

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

### **3.35 NO CLAIM FOR DAMAGES**

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

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

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

### **3.37 GRANT FUNDING**

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

### **3.38 TOBACCO PRODUCTS**

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

**ITB TITLE: Guardrail and Handrail Repair, Replacement, Installation and Related Services**

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.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA**

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

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

### PRICING SECTION

**Contractors are advised that all prices bid will be reviewed for proportionality and accuracy. Any evidence of unbalanced bidding, including but not limited to, submission of artificially high or low pricing for a specific item, may be cause for rejection of that bid.**

Orders under this contract shall be lump sum for work completed based on application of the unit pricing established below. The Contractor will be compensated at the unit price total. The County makes no guarantee of actual quantities to be ordered.

#### GUARDRAIL COMPONENTS

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	RESETTING GUARDRAIL (SINGLE FACE)	LF	
2	RESETTING GUARDRAIL (DOUBLE FACE)	LF	
3	RE-ALIGNMENT OF EXISTING GUARDRAIL	LF	
4	NEW GUARDRAIL (INCLUDING POST, OFFSET BLOCKS, REFLECTORS, DELINEATOR ASSEMBLIES, HARDWARE, ETC.)	LF	
5	GUARDRAIL PANELS	LF	
6	GUARDRAIL POSTS	EA	
7	ENCASED GUARDRAIL POST	EA	
8	OFFSET BLOCKS	EA	
9	SPECIAL END SHOES	EA	
10	TERMINAL CONNECTOR	EA	
11	FLARED END SECTION	EA	
12	HALF ROUNDED END SECTION	EA	
13	FULL ROUNDED BUFFER END SECTION	EA	
14	ANCHOR PLATE ASSEMBLY	EA	
15	TYPE II END ANCHORAGE ASSEMBLY	EA	
16	END ANCHORAGE ASSEMBLY TYPE MELT	EA	
17	END ANCHORAGE ASSEMBLY TYPE CRT	EA	
18	END ANCHORAGE ASSEMBLY TYPE ET-2000	EA	
19	END ANCHORAGE ASSEMBLY TYPE SRT-350 (8 POST SYSTEM)	EA	
20	END ANCHORAGE ASSEMBLY TYPE BEST	EA	
21	END ANCHORAGE ASSEMBLY TYPE LET	EA	
22	END ANCHORAGE ASSEMBLY TYPE SKT-350	EA	
23	END ANCHORAGE ASSEMBLY TYPE FLEAT-350	EA	
24	END ANCHORAGE ASSEMBLY TYPE REGENT	EA	
25	REPAIR EXISTING BRIDGE END ASSEMBLY	EA	
26	STEEL ANCHOR POST (BRIDGE)	EA	
27	CONCRETE ANCHOR POST (BRIDGE)	EA	
28	END POST WITH SPECIAL END SHOE RECESS (BRIDGE)	EA	

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

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29	SPECIAL STEEL GUARDRAIL POST FOR SINGLE OR DOUBLE FACE GUARDRAIL (WHERE CULVERTS OR OTHER STRUCTURES PRECLUDES NORMAL INSTALLATION)	EA	
30	TRANSITION PANEL FROM TRIE-BEAM TO W-BEAM	EA	
31	DETAIL J BRIDGE ANCHORAGE	EA	
32	ET 2000 EXTRUDER HEAD	EA	
33	SKT-350 EXTRUDER HEAD	EA	
34	FLEAT-350 EXTRUDER HEAD	EA	
35	REFLECTORS	EA	
36	4" LINEAR REFLECTIVE SYSTEM (INCLUDE THE MANUFACTURER TYPE AND SPECIFICATIONS)	EA	
37	6" LINEAR REFLECTIVE SYSTEM (INCLUDE THE MANUFACTURER TYPE AND SPECIFICATIONS)	EA	
38	BRACKETS FOR LINEAR REFLECTIVE SYSTEM	EA	
39	REMOVAL/DISPOSAL OF EXISTING GUARDRAIL	LF	
40	SPECIAL SAFETY PIPE RAIL	LF	
41	MISCELLANEOUS ASPHALT PAVING	SY	
42	MISCELLANEOUS CONCRETE PAVING	SY	
43	SHOP BENT RADIUS	LF	
44	MISCELLANEOUS SOD (INSTALLED)	SY	

**CRASH CUSHION/QUAD SYSTEM COMPONENTS**

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	RESET CRASH CUSHION	EA	
2	CLEAN AND INSPECT CRASH CUSHION	EA	
3	ATTENUATOR (QUADGUARD) F&I - FENDER PANEL	EA	
4	ATTENUATOR (QUADGUARD) F&I - DIAPHRAM	EA	
5	ATTENUATOR (QUADGUARD) F&I - SIDE PANEL CONC CON	EA	
6	ATTENUATOR (QUADGUARD) F&I - HAZARD REFLT - 9 BUTTON	EA	
7	ATTENUATOR (QUADGUARD) F&I - TRANS PANEL ASSEMBLY	EA	
8	ATTENUATOR (QUADGUARD) F&I - CARTRIDGE ASSEMBLY	EA	
9	ATTENUATOR (QUADGUARD) F&I - NOSE ASSEMBLY	EA	
10	ATTENUATOR (QUADGUARD) F&I - END SHOE, VERTICAL	EA	
11	ATTENUATOR (QUADGUARD) F&I - BACKUP ASSEM TEN STRT	EA	
12	ATTENUATOR (QUADGUARD) F&I - BACKUP ASSEM CONCRETE	EA	

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

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13	ATTENUATOR (QUADGUARD) F&I - MONORAIL, 1 BAY	EA	
14	ATTENUATOR (QUADGUARD) F&I - MONORAIL, 2 BAY	EA	
15	ATTENUATOR (QUADGUARD) F&I - MONORAIL, 3 BAY	EA	
16	ATTENUATOR (QUADGUARD) F&I - MUSHROOM BOLT ASSEM	EA	
17	ATTENUATOR (QUADGUARD) F&I - ANCHOR MP 3 KIT	EA	
18	ATTENUATOR (QUADGUARD) F&I - NEOPRENE GROMMET	EA	
19	ATTENUATOR (QUADGUARD) REMOVE	EA	
20	ATTENUATOR (QUADGUARD HIGH SPEED) F&I - DIAPHRAM	EA	
21	ATTENUATOR (QUADGUARD HIGH SPEED) F&I - NOSE ASSEMBLY	EA	

**HANDRAIL COMPONENTS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
1	POSTS 2" NPS (SCH 40)	LF	
2	RAILS 2" NPS (SCH 40)	LF	
3	RAIL JOINT/SPLICE	EA	
4	HANDRAIL JOINT/SPLICE	EA	
5	HANDRAIL 1 1/2" NPS	LF	
6	HANDRAIL SUPPORT BAR 1"	LF	
7	MOUNTING BASE PLATES	EA	
8	ANCHORS/BOLTS	EA	
9	TWO RAIL ASSEMBLY	LF	
10	THREE RAIL ASSEMBLY	EA	

**MISCELLANEOUS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
1	EMERGENCY RESPONSE FEE	EA	

**By Signing this Bid the Bidder Attests and Certifies that:**

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

**Purchasing Agreements with Other Government Agencies**

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

**Certification Regarding Felony Conviction**

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

**Reciprocal Vendor Preference:**

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

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If “yes” is checked, provide supporting detail:  
\_\_\_\_\_

**Conflict of Interest Disclosure Certification**

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

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

**General Vendor Information and Bid Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

**Vendor awarded as:**

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

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Reference Form**

**Attachment 2: Equipment List**

**Attachment 3: Guardrail Repair Service Request Form**

**Attachment 4: Right of Entry Statement**

**ATTACHMENT 1 -  
REFERENCE FORM**

List the five (5) most recent projects of a similar scope and nature completed by the bidder's present name along with the Owner's Project Manager's name.

1	Project Name: Location: Project Manager:
	Project Owner's Name: Address:
	Project Owner's Contact Person: Title: Telephone Number:
	Completion Date of Project (Actual or Estimated):
	Value of work for which your company was/is responsible for: (if different than the Estimated Project Cost)

2	Project Name: Location: Project Manager:
	Project Owner's Name: Address:
	Project Owner's Contact Person: Title: Telephone Number:
	Completion Date of Project (Actual or Estimated):
	Value of work for which your company was/is responsible for: (if different than the Estimated Project Cost)

3	Project Name: Location: Project Manager:
	Project Owner's Name: Address:
	Project Owner's Contact Person: Title: Telephone Number:
	Completion Date of Project (Actual or Estimated):
	Value of work for which your company was/is responsible for:

(if different than the Estimated Project Cost)
--

4	Project Name: Location: Project Manager:
	Project Owner's Name: Address:
	Project Owner's Contact Person: Title: Telephone Number:
	Completion Date of Project (Actual or Estimated):
	Value of work for which your company was/is responsible for: (if different than the Estimated Project Cost)

5	Project Name: Location: Project Manager:
	Project Owner's Name: Address:
	Project Owner's Contact Person: Title: Telephone Number:
	Completion Date of Project (Actual or Estimated):
	Value of work for which your company was/is responsible for: (if different than the Estimated Project Cost)



**ATTACHMENT 3 – GUARDRAIL REPAIR SERVICE REQUEST FORM**



**LAKE COUNTY**  
FLORIDA

<b>To:</b>	<b>From:</b>	<b>Public Works Road Operations Div.</b>
<b>Fax:</b>	<b>Phone:</b>	<b>352-253-4980</b>
<b>Phone:</b>	<b>Date:</b>	
<b>E-Mail:</b>	<b>Pages:</b>	

**Re: 00-000 Guardrail Repair Service Request**

**WORK QUOTE REQUEST**

**Road Name:** \_\_\_\_ Segment

**Number:** \_\_\_\_\_ Guardrail

**Number:** \_\_\_\_\_

**Location:** \_\_\_\_ **Nearest City:** \_\_\_\_\_

**Section:** \_\_\_\_ **Township:**

\_\_\_\_\_ **Range:** \_\_\_\_\_

**Length of damage if not an end:** \_\_\_\_\_

**Ends damaged?**  **Yes**  **No**

**If yes, how**

**many?** \_\_\_\_\_ **Comments:** \_\_\_\_\_

**Questions should be addressed and agreed upon in writing by either the Project Manager or designee prior to the performance of work. Send all invoices to the address listed below.**

**Approved by:** \_\_\_\_\_ **County Representative**

<b>Work completed OK to Pay Date :</b>	<b>Invoice #</b>	
<b>Approved by:</b>	<b>Goods Received</b>	

**ATTACHMENT 4 – RIGHT OF ENTRY STATEMENT**

Date \_\_\_\_\_

Property Owner's Name: \_\_\_\_\_

Tenant's Name, if applicable: \_\_\_\_\_

Address of Property: \_\_\_\_\_

City/Zip Code: \_\_\_\_\_

Description of Property: \_\_\_\_\_

**Right of Entry**

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

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

**Print Name:** \_\_\_\_\_  
**Property owner or agent**

**Signature:** \_\_\_\_\_

**Witnessed:** \_\_\_\_\_  
**Lake County Representative or  
Contractor Representative**

**Print Name:** \_\_\_\_\_