AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
GRADING AND BUSH HOG SERVICES, INC.
FOR GUARDRAIL AND HANDRAIL REPAIR, REPLACEMENT, INSTALLATION AND RELATED SERVICES
ITB #16-0411A

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

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #16-0411 seeking firms or individuals qualified to repair, remove, replace or install guardrails and handrails at various locations throughout Lake County, Florida; and

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

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

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

Article 1. Recitals

The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

The purpose of this Agreement is for CONTRACTOR to, as needed by the COUNTY, repair, remove, replace or install guardrails and handrails at various locations throughout Lake County, hereinafter referred to as the "Service."

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to complete the Service in accordance with the Scope of Services, attached hereto and incorporated herein as **Attachment A**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 The CONTRACTOR and COUNTY acknowledge that this Agreement is shall become effective on the first calendar day of the month succeeding approval by the Board of County Commissioners, or

designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement shall be twenty-four (24) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period.

The COUNTY has the option to renewal this Agreement for three (3) additional one (1) year period(s). The prices set forth in this Agreement shall prevail for the full duration of the initial contract term unless otherwise agreed to in writing by the COUNTY and CONTRACTOR. 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 CONTRACTOR's responsibility to request any pricing adjustment in writing under this provision. The CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term and clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a COUNTY's prerogative, and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONTRACTOR shall throughout the term of this Agreement and any renewals 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 Services. If work for other trades is required in conjunction with these Services and will be performed by a sub-contractor(s) or vendor(s) hired by the CONTRACTOR, CONTRACTOR shall employ the services of a subcontractor who is appropriately licensed throughout the course of the Service. The CONTRACTOR is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for the Services are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the Services contemplated herein. Damages, penalties, and/or fines imposed on the County or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONTRACTOR. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

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

3.5 CONTRACTOR acknowledges and agrees that CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

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

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

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

Article 4. Payment

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

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.4 In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including

providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

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

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

Article 6. Special Terms and Conditions

6.1 Contractor Personnel.

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

B. 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 CONTRACTOR's 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.

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

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

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

6.2 Subcontractors.

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

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

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

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

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

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

6.4 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. CONTRACTOR 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 CONTRACTOR. 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.

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

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

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

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

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

6.7 Insurance.

A. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

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

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

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

Combined Single Limit	$1,000,000

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

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

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

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

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

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

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

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

F. Certificate holder shall be:

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

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

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

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

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

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

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

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

firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

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

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

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

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

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

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

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

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

the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

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

6.17 Public Records.

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

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

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

1. Keep and maintain public records 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 subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

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

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

Article 7. Miscellaneous Provisions

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

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

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

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

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

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

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

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

7.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. 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.

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

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

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

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

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

If to CONTRACTOR:

Grading & Bush Hog Services, Inc.
P.O. Box 844
Middleburg, FL 32050

If to COUNTY:

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

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

Article 8. Scope of Agreement

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

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

Attachment A	Scope of Services
Attachment B	Pricing

{Remainder of page left intentionally blank.}

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

CONTRACTOR

Scott Griffin, President

This 17th day of February, 2016.

COUNTY

Sean M. Parks, Chairman

This 16 day of March, 2016.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

ATTACHMENT A: SCOPE OF SERVICES

Pursuant to the terms of this Agreement and on an on-call basis, Contractor agrees 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 completion of the Services 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) 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. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager. 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 Count 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

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/ft2 [600 g/m2] 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 longitudal 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.

ATTACHMENT B: PRICING

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	15.00
2	RESETTING GUARDRAIL (DOUBLE FACE)	LF	18.00
3	RE-ALIGNMENT OF EXISTING GUARDRAIL	LF	18.00
4	NEW GUARDRAIL (INCLUDING POST, OFFSET BLOCKS, REFLECTORS, DELINEATOR ASSEMBLIES, HARDWARE, ETC.)	LF	32.00
5	GUARDRAIL PANELS	LF	24.00
6	GUARDRAIL POSTS	EA	85.00
7	ENCASED GUARDRAIL POST	EA	150.00
8	OFFSET BLOCKS	EA	25.00
9	SPECIAL END SHOES	EA	55.00
10	TERMINAL CONNECTOR	EA	75.00
11	FLARED END SECTION	EA	50.00
12	HALF ROUNDED END SECTION	EA	90.00
13	FULL ROUNDED BUFFER END SECTION	EA	125.00
14	ANCHOR PLATE ASSEMBLY	EA	5.00
15	TYPE II END ANCHORAGE ASSEMBLY	EA	425.00
16	END ANCHORAGE ASSEMBLY TYPE MELT	EA	1400.00
17	END ANCHORAGE ASSEMBLY TYPE CRT	EA	1800.00
18	END ANCHORAGE ASSEMBLY TYPE ET-2000	EA	2400.00
19	END ANCHORAGE ASSEMBLY TYPE SRT-350 (8 POST SYSTEM)	EA	2200,00
20	END ANCHORAGE ASSEMBLY TYPE BEST	EA	5.00
21	END ANCHORAGE ASSEMBLY TYPE LET	EA	2400.00
22	END ANCHORAGE ASSEMBLY TYPE SKT-350	EA	2400.00
23	END ANCHORAGE ASSEMBLY TYPE FLEAT-350	EA	2200.00
24	END ANCHORAGE ASSEMBLY TYPE REGENT	EA	2200.00
25	REPAIR EXISTING BRIDGE END ASSEMBLY	EA	2000.00
26	STEEL ANCHOR POST (BRIDGE)	EA	198.00
27	CONCRETE ANCHOR POST (BRIDGE)	EA	750.00
28	END POST WITH SPECIAL END SHOE RECESS (BRIDGE)	EA	175.00

29	SPECIAL STEEL GUARDRAIL POST FOR SINGLE OR DOUBLE FACE GUARDRAIL (WHERE CULVERTS OR OTHER STRUCTURES PRECLUDES NORMAL INSTALLATION)	EA	250.00
30	TRANSITION PANEL FROM TRIE-BEAM TO W-BEAM	EA	100.00
31	DETAIL J BRIDGE ANCHORAGE	EA	2500.00
32	ET 2000 EXTRUDER HEAD	EA	1000.00
33	SKT-350 EXTRUDER HEAD	EA	925.00
34	FLEAT-350 EXTRUDER HEAD	EA	900.00
35	REFLECTORS	EA	25.00
36	4" LINEAR REFLECTIVE SYSTEM (INCLUDE THE MANUFACTURER TYPE AND SPECIFICATIONS)	EA	25.00
37	6" LINEAR REFLECTIVE SYSTEM (INCLUDE THE MANUFACTURER TYPE AND SPECIFICATIONS)	EA	25.00
38	BRACKETS FOR LINEAR REFLECTIVE SYSTEM	EA	5.00
39	REMOVAL/DISPOSAL OF EXISTING GUARDRAIL	LF	5.00
40	SPECIAL SAFETY PIPE RAIL	LF	18.00
41	MISCELLANEOUS ASPHALT PAVING	SY	75.00
42	MISCELLANEOUS CONCRETE PAVING	SY	75.00
43	SHOP BENT RADIUS	LF	20.00
44	MISCELLANEOUS SOD (INSTALLED)	SY	5.00

CRASH CUSHION/QUAD SYSTEM COMPONENTS

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	RESET CRASH CUSHION	EA	2500.00
2	CLEAN AND INSPECT CRASH CUSHION	EA	500.00
3	ATTENUATOR (QUADGUARD) F&I - FENDER PANEL	EA	600.00
4	ATTENUATOR (QUADGUARD) F&I - DIAPHRAM	EA	600.00
5	ATTENUATOR (QUADGUARD) F&I - SIDE PANEL CONC CON	EA	10.00
6	ATTENUATOR (QUADGUARD) F&I - HAZARD REFLT - 9 BUTTON	EA	125.00
7	ATTENUATOR (QUADGUARD) F&I - TRANS PANEL ASSEMBLY	EA	150.00
8	ATTENUATOR (QUADGUARD) F&I - CARTRIDGE ASSEMBLY	EA	1250.00
9	ATTENUATOR (QUADGUARD) F&I - NOSE ASSEMBLY	EA	1250.00
10	ATTENUATOR (QUADGUARD) F&I - END SHOE, VERTICAL	EA	5.00
11	ATTENUATOR (QUADGUARD) F&I - BACKUP ASSEM TEN STRT	EA	5.00
12	ATTENUATOR (QUADGUARD) F&I - BACKUP ASSEM CONCRETE	EA	5.00

13	ATTENUATOR (QUADGUARD) F&I - MONORAIL, 1 BAY	EA	50.00
14	ATTENUATOR (QUADGUARD) F&I - MONORAIL, 2 BAY	EA	75.00
15	ATTENUATOR (QUADGUARD) F&I - MONORAIL, 3 BAY	EA	100.00
16	ATTENUATOR (QUADGUARD) F&I - MUSHROOM BOLT ASSEM	EA	250.00
17	ATTENUATOR (QUADGUARD) F&I - ANCHOR MP 3 KIT	EA	5.00
18	ATTENUATOR (QUADGUARD) F&I - NEOPRENE GROMMET	EA	150.00
19	ATTENUATOR (QUADGUARD) REMOVE	EA	500.00
20	ATTENUATOR (QUADGUARD HIGH SPEED) F&I - DIAPHRAM	EA	1500.00
21	ATTENUATOR (QUADGUARD HIGH SPEED) F&I - NOSE ASSEMBLY	EA	2000.00

HANDRAIL COMPONENTS

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	POSTS 2" NPS (SCH 40)	LF	3.50
2	RAILS 2" NPS (SCH 40)	LF	4.75
3	RAIL JOINT/SPLICE	EA	10.00
4	HANDRAIL JOINT/SPLICE	EA	12.00
5	HANDRAIL 1 1/2" NPS	LF	7.25
6	HANDRAIL SUPPORT BAR 1"	LF	4.50
7	MOUNTING BASE PLATES	EA	10.00
8	ANCHORS/BOLTS	EA	3.50
9	TWO RAIL ASSEMBLY	LF	48.50
10	THREE RAIL ASSEMBLY	LF	60.00

MISCELLANEOUS

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	EMERGENCY RESPONSE FEE	EA	500.00