**BOARD OF COUNTY COMMISSIONERS**
**LAKE COUNTY, FLORIDA**
**OFFICE OF THE COUNTY MANAGER**
**AGENDA ITEM COVER SHEET**

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**DATE:** 09/16/2026

**MEETING DATE:** 10/27/2026

**ITEM TYPE:** Consent Item

**ITEM ID:** 43918

**TO:** Jennifer Barker, County Manager

**THRU:**
Jeff Johnson, Roads Superintendent
Jeffrey Earhart, Engineering & Operations Director - Central District

**BY:** Melanie Pompos, Procurement Agent II

**SUBJECT:** Guardrail & Handrail Repair & Installation

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**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:
1. Of Contracts 26-603A-B for on-call Guardrail and Handrail Repair and Installation as-needed to a pool of vendors: C. Slagter Construction, Inc. (Palm City, FL) and Southeast Highway Guardrail & Attenuators, LLC (Westminster, CO; serviced through Lakeland, FL Office); and
2. To authorize the Office of Procurement Services Director to execute the agreements and all supporting documentation.

The estimated fiscal impact is $250,000 (expenditure) and is within, and will not exceed, any approved Fiscal Year Budget.

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**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with the Public Works Department, issued Invitation to Bid (ITB) 26-603 for guardrail and handrail installation, repair, maintenance and related services as needed. The solicitation allows for replacement of expiring pool contracts 21–0516 and provides for an initial one-year term with two additional two-year terms available.

Two responsive and responsible bids were received as shown on the attached tabulation sheet. Staff recommends awarding contracts to the two vendors; C. Slagter Construction, Inc. (Palm City, FL) and Southeast Highway Guardrail & Attenuators, LLC (Westminster, CO; serviced through Lakeland, FL Office) for various guardrail and handrail repair, installation, and related services through the vendor pool competitive bidding process.

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Fiscal Impact: $250,000 (expenditure)

Account No.:

| Fund Name | Fund Number | Org Code | Object Code | Project Number | Amount |
|---|---|---|---|---|---|

| | | | | | |
|---|---|---|---|---|---|
| GAS TAX - RD OPS | 1120 | 5053200 | 830467 | | $45,000.00 |
| VARIOUS | VARIOUS | VARIOUS | VARIOUS | VARIOUS | $205,000.00 |

Advertised Date: Paper:

Attachments:

| | |
|---|---|
| 1. | PAWS - AR 26-603 |
| 2. | 26-603 Bid Tabulation |
| 3. | 26-603A - C. Slagter Construction Inc |
| 4. | 26-603B - Southeast Highway Guardrail & Attenuators LLC |

**STAFF APPROVALS AND DATES:**

| | |
|---|---|
| Melanie Pompos | Created/Initiated - 09/16/2026 |
| Ron Falanga | Approved - 09/16/2026 |
| Jeffrey Earhart | Approved - 09/16/2026 |
| David Hill | Approved - 09/16/2026 |
| Kerri Andrews | Approved - 09/16/2026 |
| Roberto Bonilla | Approved - 09/16/2026 |
| Rachel Bartolowits | Approved - 09/30/2026 |
| Kandace Pourbaix | Approved - 10/01/2026 |
| Miranda Lanoue | Approved - 10/01/2026 |
| Jaime Stewart | Approved - 10/01/2026 |
| Melanie Marsh | Approved - 10/09/2026 |
| Jennifer Barker | New - |
| Marisol Saldana | - |

**ACTION TAKEN BY BOARD:**

Action: New Continued/Deferred Until:

Other:

LAKE COUNTY, FL

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**CONTRACT NO. 26-603A**

For

**GUARDRAIL & HANDRAIL REPAIR & INSTALLATION**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **C. Slagter Construction, Inc.** (hereinafter "Contractor") to supply **GUARDRAIL & HANDRAIL REPAIR & INSTALLATION** to the County pursuant to County Bid number 26-603 with any included addenda (hereinafter "Bid"), thereto with all County Bid provisions governing.

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

ATTACHMENTS:

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Affidavit Form
Attachment 3 – Pricing Sheet
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit C1 – Public Works Additional Terms & Conditions
Exhibit D – Guardrail / Handrail Service Request Form

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

The County's Procurement Services Director shall have sole authority to determine whether the Contractor has fulfilled this Contract. In the event of a breach, the Director may, at the County's option, terminate this Contract. Whether or not the Contract is terminated, the Contractor and, if applicable, its surety under any required bond shall be liable for all losses and damages resulting from the breach.

**The Contract initial term is from 11/1/2026 through 10/31/2027** with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause or lack of available funds. The County may also terminate this Contract for its convenience upon thirty (30) days' prior written notice to the Contractor. Renewals shall be subject to the parties' mutual written agreement. Any modification to this Contract shall be in writing and signed by the parties.

LAKE COUNTY, FLORIDA

By: Ronald A. Falanga
Procurement Services Director
Date: 10/27/26

The undersigned hereby declares that C. Slagter Construction, Inc. has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **GUARDRAIL & HANDRAIL REPAIR AND INSTALLATION** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

## 1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

## 2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC, purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: NO

## 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted

a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or it or its subcontractors have been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

Failure to acknowledge may result in Submittal being deemed non-responsive.

**4.0 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? NO

**5.0 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 Submittal 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. C. Slagter Construction, Inc.

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) American Woman  American Woman

and enter OSD Certification Number **013987914**
and enter effective date 4/6/2026 to date 4/6/2028

**8.0 ANTITRUST VIOLATOR VENDOR LISTS**

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

**9.0 FEDERAL FUNDING REQUIREMENT –** N/A

**10.0 LOCAL VENDOR PREFERENCE –** N/A

**11.0 GENERAL VENDOR INFORMATION**

Firm Name: C. Slagter Construction, Inc.
Street Address: 3333 SW Westover Court
City: Palm City State and ZIP Code: FL 34990
Mailing Address (if different): PO Box 1154 Palm City FL 34991
Telephone: 772-256-8324
Purchase Order Email Address: renee@slagter.net
Federal Identification Number / TIN: 45-4217764

**12.0 SUBMITTAL SIGNATURE**

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Cynthia J Slagter*
Date: 8/4/2026
Print Name: Cynthia J. Slagter
Title: President/CEO
Primary E-mail Address: cslagter@slagter.net
Secondary E-mail Address: renee@slagter.net
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

## AFFIDAVIT OF COMPLIANCE WITH FLORIDA & FEDERAL LAW

Before me, the undersigned authority, personally appeared **(Name of affiant)** Cynthia J. Slagter, who, after being firstduly sworn, deposes and says of their personal knowledge the following:

1. Affiant is the **(Title)** President/CEO of **(Business Name)** C. Slagter Construction, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."

2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm Business is not owned by a foreign country of concern, a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.

3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.

4. *Compliance with Human Trafficking Laws*: I affirm Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

5. *Compliance with Prohibition on Support of Terrorist Organizations:* I affirm Business is in full compliance with Section 943.03102, Florida Statutes; Business does not, and will not directly, or indirectly support a foreign or domestic terrorist organization, or any member of such organization, nor enter into any contract with or accept any funds from a foreign or domestic terrorist organization whose designation as such has been published in the Florida Administrative Register in accordance with applicable law.

6. *Prohibition Related to Diversity, Equity, and Inclusion.* I affirm Business is in full compliance with Section 287.139, Florida Statutes; Business will not and does not utilize funds provided by County in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1).

7. *Compliance with 8 USC 1621.* I acknowledge that the State of Florida has not "opted out" of 8 USC 1621 and affirm if Business is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621.

8. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 29th day of July, 2026.

BY: _____
Signature of Affiant

Cynthia J. Slagter
Printed Name

STATE OF FL
COUNTY OF Martin

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 29 day of July, 2026, by Cynthia Slagter, who is ☐ personally known to me or ☑ has produced identification (type): Drivers License

TAYLOR KRESTALUDE
Notary Public, State of Florida
Commission# HH 432049
My comm. expires Aug. 10, 2027

_____
(Notary Signature)

(SEAL)

v. 05.19.26

| *C. SLAGTER CONSTRUCTION, INC.* | | |
|---|---|---|
| **SAVE AND SUBMIT AS AN EXCEL FILE** | | |
| Contractor shall provide all labor, materials, tools, transportation, and equipment necessary to perform the services in accordance with the specified requirements listed and implied. Actual hours required are unknown and estimates if provided, are for evaluation purposes only. | | |
| **DESCRIPTION** | **UNIT** | **UNIT PRICE** |
| INSTALLATION GUARDRAIL (INCLUDES ALL COMPONENTS) | LF | $26.00 |
| REMOVAL / DISPOSAL OF EXISTING GUARDRAIL | LF | $3.00 |
| RESETTING GUARDRAIL (SINGLE FACE) | LF | $12.00 |
| RESETTING GUARDRAIL (DOUBLE FACE) | LF | $20.00 |
| REALLIGNMENT OF EXISTING GUARDRAIL | LF | $12.00 |
| GUARDRAIL PANEL - W-BEAM (REPLACE) | LF | $12.00 |
| GUARDRAIL PANEL - THRIE BEAM (REPLACE) | LF | $18.00 |
| GUARDRAIL PANEL - TRANSITION PANEL FROM THRIE-BEAM TO W-BEAM | EA | $250.00 |
| GUARDRAIL PANEL - SHOP BENT RADIUS (REPLACE) | LF | $25.00 |
| GUARDRAIL POSTS (TIMBER) | EA | $65.00 |
| GUARDRAIL POSTS (STEEL) | EA | $90.00 |
| GUARDRAIL POSTS (SPECIAL STEEL) | EA | $300.00 |
| GUARDRAIL POSTS (SPECIAL STEEL) - CONCRETE STRUCTURE MOUNT | EA | $300.00 |
| GUARDRAIL POSTS (ENCASED) | EA | $300.00 |
| GUARDRAIL - PIPE SAFETY RUB RAIL (BACKSIDE OF GUARDRAIL) | EA | $17.00 |
| OFFSET BLOCKS (TIMBER BLOCK) | EA | $15.00 |
| OFFSET BLOCKS (STEEL BLOCK) | EA | $50.00 |
| OFFSET BLOCKS (COMPOSITE BLOCK, RUBBER, PLASTIC) | EA | $20.00 |
| TERMINAL CONNECTOR | EA | $1,500.00 |
| END ANCHOR ASSEMBLY (REPLACE) (BARRIER WALL) | EA | $3,000.00 |
| END ANCHOR ASSEMBLY - PLATE | EA | $200.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) | EA | $1,600.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) (REPLACE- HALF ROUNDED END SECT) | EA | $75.00 |
| END ANCHOR ASSEMBLY TYPE II - BEST | EA | $1.00 |
| END ANCHOR ASSEMBLY TYPE II - CRT | EA | $2,500.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) - FLEAT-MT | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) - FLEAT-SP | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) - MASH | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) - SKT-350 | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) - SKT-SP | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE II - (PARALLEL) - X-TENSION | EA | $4,000.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - (REPL FLARED END SECT) | EA | $150.00 |

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|---|---|---|
| END ANCHOR ASSEMBLY TYPE (FLARED) - (REPL ROUND END SECT) | EA | $150.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - (REPL BUFFER END SECT) | EA | $200.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - NCHRP 350 | EA | $3,600.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - ET-2000 LET | EA | $2,500.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - ET-PLUS | EA | $2,500.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - MFLEAT (MASH) | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - FLEAT-350 | EA | $3,500.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - MELT | EA | $2,750.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - REGENT | EA | $2,550.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-31 | EA | $3,800.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (INSTALL NEW) | EA | $3,800.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (REPL CABLE ASSEMBLY) | EA | $265.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (REPL BEARING PLATE) | EA | $40.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (REPL TIMBER BREAK POST) | EA | $95.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (REPL STRUT/YOKE ASSM) | EA | $400.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (REPL TIMBER LINE POST) | EA | $90.00 |
| END ANCHOR ASSEMBLY TYPE (FLARED) - SRT-350/8 (REPL GUARDRAIL BEAM) | EA | $450.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) - CAT-350 | EA | $10,450.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) (FULL ROUNDED BUFFER) | EA | $350.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) (ANCHOR PANEL) | EA | $1,000.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) (CABLE ASSEMBLY) | EA | $680.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) (STEEL TUBE & POST) | EA | $330.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) (ANCHOR PLATE) | EA | $140.00 |
| END ANCHOR ASSEMBLY TYPE IV (DOUBLE FACE) (TIMBER BREAK POST) | EA | $160.00 |
| END ANCHOR ASSEMBLY TYPE - (TRAILING ANCHORAGE) | EA | $1,600.00 |
| **BRIDGE COMPONENTS** | | |
| APPROACH TRANSITION TO RIGID BARRIER CONNECTIONS, FURNISH & INSTALL | EA | $3,200.00 |
| EXTRUDER HEAD - ET 2000 | EA | $2,000.00 |

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|---|---|---|
| EXTRUDER HEAD - SKT 350 | EA | $2,000.00 |
| EXTRUDER HEAD - FLEAT 350 | EA | $2,000.00 |
| END ANCHOR ASSEM BRIDGE - REPAIR EXISTING ASSEMBLY | EA | $1,500.00 |
| END ANCHOR ASSEM BRIDGE - SPECIAL END SHOES | EA | $200.00 |
| END ANCHOR ASSEM BRIDGE - POST WITH SPECIAL END SHOE RECESS | EA | $200.00 |
| END ANCHOR ASSEM BRIDGE - (REPL TIMBER FILL BLOCK) | EA | $50.00 |
| END ANCHOR ASSEM BRIDGE - (STEEL ANCHOR POST) | EA | $300.00 |
| END ANCHOR ASSEM BRIDGE - (CONCRETE ANCHOR POST) | EA | $300.00 |
| END ANCHOR ASSEM BRIDGE - (DETAIL J) | EA | $3,000.00 |
| **CRASH CUSHIONS** | | |
| RESET CRASH CUSHION | EA | $2,500.00 |
| CLEAN AND INSPECT CRASH CUSHION | EA | $100.00 |
| ATTENUATOR (QUADGUARD) F&I - FENDER PANEL | EA | $1,500.00 |
| ATTENUATOR (QUADGUARD) F&I - DIAPHRAM | EA | $3,600.00 |
| ATTENUATOR (QUADGUARD) F&I - SIDE PANEL CONC CON | EA | $275.00 |
| ATTENUATOR (QUADGUARD) F&I - HAZARD REFLT - 9 BUTTON | EA | $50.00 |
| ATTENUATOR (QUADGUARD) F&I - TRANS PANEL ASSEMBLY | EA | $2,400.00 |
| ATTENUATOR (QUADGUARD) F&I - CARTRIDGE ASSEMBLY | EA | $1,600.00 |
| ATTENUATOR (QUADGUARD) F&I - NOSE ASSEMBLY | EA | $1,750.00 |
| ATTENUATOR (QUADGUARD) F&I - END SHOE, VERTICAL | EA | $1,975.00 |
| ATTENUATOR (QUADGUARD) F&I - BACKUP ASSEM TEN STRT | EA | $6,000.00 |
| ATTENUATOR (QUADGUARD) F&I - BACKUP ASSEM CONCRETE | EA | $3,000.00 |
| ATTENUATOR (QUADGUARD) F&I - MONORAIL, 1 BAY | EA | $1,555.00 |
| ATTENUATOR (QUADGUARD) F&I - MONORAIL, 2 BAY | EA | $2,375.00 |
| ATTENUATOR (QUADGUARD) F&I - MONORAIL, 3 BAY | EA | $3,500.00 |
| ATTENUATOR (QUADGUARD) F&I - MUSHROOM BOLT ASSEM | EA | $10.00 |
| ATTENUATOR (QUADGUARD) F&I - ANCHOR MP 3 KIT | EA | $250.00 |
| ATTENUATOR (QUADGUARD) F&I - NEOPRENE GROMMET | EA | $1.00 |
| ATTENUATOR (QUADGUARD) F&I - REMOVAL | EA | $900.00 |
| ATTENUATOR (QUADGUARD HIGH SPEED) F&I - DIAPHRAM | EA | $3,350.00 |
| ATTENUATOR (QUADGUARD HIGH SPEED) F&I - BUMPER, HDPE | EA | $4,000.00 |
| ATTENUATOR (QUADGUARD HIGH SPEED) F&I - DIAPHRAM SPACER | EA | $300.00 |
| **REFLECTORS / DELINEATION SYSTEM** | | |
| REFLECTORS (3" ROUND) | EA | $10.00 |
| BARRIER DELINEATOR (WOOD POSTS) | EA | $10.00 |
| BARRIER DELINEATOR (STEEL POSTS) | EA | $10.00 |
| TERMINAL ASSEMBLY DELINEATOR (REPLACEMENT SHEETING ONLY) | EA | $25.00 |
| 4" LINEAR RELFECTIVE SYSTEM (INCLUDE THE MANUFACTURER TYPE AND SPECS) | EA | $25.00 |
| 6" LINEAR REFLECTIVE SYSTEM (INCLUDE THE MANUFACTURER TYPE AND SPECS) | EA | $30.00 |

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|---|---|---|
| RETROREFLECTIVE REPLACEMENT SHEETING 360 SQUARE INCH (CRASH CUSHIONS) | EA | $35.00 |
| TYPE 1 OBJECT MARKER (CRASH CUSHIONS) | EA | $80.00 |
| | | |
| **HANDRAILS** | | |
| RAILING, ALUMINUM, 42" TYPE 1 | LF | $100.00 |
| RAILING, ALUMINUM, 42" TYPE 2 | LF | $140.00 |
| RAILING, ALUMINUM, 42" TYPE 3 | LF | $190.00 |
| RAILING, ALUMINUM, 48" TYPE 1 | LF | $100.00 |
| RAILING, ALUMINUM, 54" TYPE 1 | LF | $100.00 |
| RAILING, ALUMINUM, PIPE RAILS, POST A (2.5" X 2") | LF | $32.00 |
| RAILING, ALUMINUM, PIPE RAILS, POST B (2" X 2") | LF | $30.00 |
| RAILING, ALUMINUM, PIPE RAILS, POST C (1.5" X 2") | LF | $35.00 |
| RAILING, ALUMINUM, PIPE RAILS, TOP PLATE TYPE C (2 3/4" X 7) | LF | $78.00 |
| RAILING, ALUMINUM, PIPE RAILS, TOP RAIL (3") | LF | $13.00 |
| RAILING, ALUMINUM, PIPE RAILS, END HOOPS (3") NPS | LF | $74.25 |
| RAILING, ALUMINUM, PIPE RAILS, TOP RAIL JOINT/SPLICE SLEEVES (2.5") | LF | $14.00 |
| RAILING, ALUMINUM, PIPE RAILS, INTERMEDIATE & BOTTOM RAILS (2") | LF | $47.25 |
| RAILING,ALUMINUM, PIPE RAILS, POST CONNECTION SLEEVES (1.5") NPS | LF | $13.00 |
| RAILING,ALUMINUM, PIPE RAILS, HANDRAIL JOINT/SPLICE SLEEVES, (1.5") NPS | LF | $14.85 |
| RAILING,ALUMINUM, PIPE RAILS, HANDRAIL, (2") NPS | LF | $13.50 |
| RAILING,ALUMINUM, PIPE RAILS, HANDRAIL SUPPORT BAR, (0.75") | LF | $11.00 |
| RAILING, ALUMINUM, PIPE RAILS, RETROFIT TO EXISTING RAILING | LF | $87.75 |
| RAILING, ALUMINUM, PIPE RAILS, MOUNTING BASE PLATES | EA | $31.00 |
| RAILING, ALUMINUM, PIPE RAILS, ANCHOR/BOLTS | EA | $9.00 |
| RAILING, ALUMINUM, PIPE RAILS, GUIDERAIL (2") | LF | $62.00 |
| RAILING, ALUMINUM, PIPE RAILS, TWO RAIL ASSEMBLY | LF | $54.00 |
| RAILING, ALUMINUM, PIPE RAILS, THREE RAIL ASSEMBLY | LF | $81.00 |
| RAILING, ALUMINUM, PICKETS (TYPE 1 INFILL PANEL), (0.75") | LF | $200.00 |
| RAILING, ALUMINUM, PICKETS (TYPE 2-5 INFILL PANEL) | LF | $283.50 |
| RAILING, STEEL, 42" TYPE 1 | LF | $111.00 |
| RAILING, STEEL, 48" TYPE 1 | LF | $116.00 |
| RAILING, STEEL, PIPE RAILS, POST A (2.5" X 1.5") | LF | $24.00 |
| RAILING, STEEL, PIPE RAILS, POST B (2.5" X 1.5") | LF | $29.00 |
| RAILING, STEEL, PIPE RAILS, TOP RAIL (3") | LF | $35.00 |
| RAILING, STEEL, PIPE RAILS, END HOOPS (3") NPS | LF | $35.00 |
| RAILING, STEEL, PIPE RAILS, TOP RAIL JOINT/SPLICE SLEEVES (2.5") | LF | $17.50 |

| | | |
|---|---|---|
| RAILING, STEEL, PIPE RAILS, HANDRAIL JOINT/SPLICE SLEEVES (2.5") | LF | $17.50 |
| RAILING, STEEL, PIPE RAILS, INTERMEDIATE & BOTTOM RAILS (2") | LF | $16.25 |
| RAILING, STEEL, PIPE RAILS, POST CONNECTION SLEEVES (1.5") NPS | LF | $16.25 |
| RAILING, STEEL, PIPE RAILS, HANDRAIL JOINT/SPLICE SLEEVES, (1") NPS | LF | $12.00 |
| RAILING, STEEL, PIPE RAILS, HANDRAIL, (1.5") NPS | LF | $16.25 |
| RAILING, STEEL, PIPE RAILS, HANDRAIL SUPPORT BAR, (0.75") | LF | $13.50 |
| RAILING, STEEL, PIPE RAILS, RETROFIT TO EXISTING RAILING | LF | $100.00 |
| RAILING, STEEL, PIPE RAILS, MOUNTING BASE PLATES | EA | $24.00 |
| RAILING, STEEL, PIPE RAILS, ANCHOR/BOLTS | EA | $11.00 |
| RAILING, STEEL, PIPE RAILS, TWO RAIL ASSEMBLY | LF | $55.25 |
| RAILING, STEEL, PIPE RAILS, THREE RAIL ASSEMBLY | LF | $78.00 |
| RAILING, STEEL, PICKETS, (TYPE 1 INFILL PANEL), (0.75") | LF | $21.50 |
| RAILING, STEEL, PICKETS, (TYPE 2-5 INFILL PANEL) | LF | $310.50 |
| | | |
| **MISCELLANEOUS** | | |
| EMERGENCY RESPONSE FEE | EA | $1,000.00 |
| MISCELLANEOUS GUARDRAIL MAINTENANCE | LF | $2.00 |
| MISCELLANEOUS ASPHALT REPAIR | SY | $100.00 |
| MISCELLANEOUS CONCRETE REPAIR | SY | $400.00 |
| MISCELLANEOUS SOD (INSTALLED) | SY | $7.00 |

| **LIST ADDITIONAL MANUFACTURERS QUALIFIED TO MAINTAIN AND REPAIR** | **HOURLY RATE** |
|---|---|
| Manufacturer Name | $0.00 |
| Manufacturer Name | $0.00 |
| Manufacturer Name | $0.00 |
| Manufacturer Name | $0.00 |
| Manufacturer Name | $0.00 |
| Manufacturer Name | $0.00 |

| **The following information is required for price redetermination consideration.** | |
|---|---|
| Enter type of fuel used: **Diesel or Gasoline** | BOTH |
| Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel? | 10.00% |
| Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages? | 25.00% |
| Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials? | 65.00% |
| Must equal 100% | 100.00% |

| |
|---|
| County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be provided for any direct purchasing. Contractor is responsible for paying all taxes on materials purchased for the project. |
| County will neither accept nor authorize payment for travel time or travel-related expenses incured by Contractor personnel to any County facility. Billable time shall begin only upon arrival at the job site and will apply exclusively to service work performed. |
| This is an indefinite quantity contract with no guaranteed usage of services. County does not guarantee any specific dollar amount will be spent under any contract resulting from this solicitation. |
| All pricing provided shall be inclusive of all shipping and handling costs. Contractor(s) shall not charge a fuel surcharge, and all frieght shall be prepaid. Any additional fees shall be borne of the contractor. |
| Price(s) proposed shall be per unit of measurement noted. |

## 1. SCOPE OF WORK

1.1. Contractor shall provide on-call guardrail and handrail installation, repair and maintenance services for Lake County.

1.2. Contractor(s) shall have the personnel, experience, and equipment to perform all work in accordance with the latest FDOT Design Specifications for Road and Bridge Construction and Standards Plans for Road Construction, using products listed on FDOT's most recent Approved Product List (APL).

1.3. Bid pricing shall include all labor, materials equipment, fuels, traffic control, utility coordination, disposal and incidentals necessary for complete and compliant work.

## 2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

2.1. Provide services to the County on an As-Needed Basis.

2.2. Designate a Project Manager that shall speak English and have available communication devices with internet access to ensure proper communication and documentation during operations. The Contractor's designated Project Manager shall be on-site at the project location during work.

2.3. Upon receipt of the project request form, visit each site and provide an itemized quote, on company letterhead within (5) business days.

2.4. Have (21) calendar days from receipt of Notice to Proceed to complete work, or shorter time period if identified on a particular project request form.

2.5. Comply with the latest editions of FDOT Standard Plans for Road and Bridge Construction and FHWA Manual on Uniform Traffic Control Devices.

2.5.1. All Maintenance of Traffic (MOT) costs shall be included in bid pricing.

2.6. Coordinate all utility locates before excavation.

2.7. Correct any deficiencies before final acceptance and payment.

## 3. COUNTY RESPONSIBILITIES

County will:

3.1. Provide a detailed project request form for each request.

3.2. Issue a Notice to Proceed (NTP) after reviewing contractor's quote.

3.2.1. No work shall begin until receipt of NTP.

3.3. Assign a designated Project Manager to inspect each project, interpret contract requirements, approve minor changes, and resolve disputes.

## 4. TECHNICAL REQUIREMENTS

4.1. All repairs and installations shall use exclusively equipment and supplies listed on FDOT's most recent APL, and shall comply with all applicable code, standards, and specifications.

4.2. Contractor shall replace all guardrails, handrails, and hardware using like materials as compared with existing materials.

4.3. If existing materials are no longer included on the FDOT APL, or not available for use for some other reasonable cause, the guardrail or handrail system shall be updated using current FDOT approved products, to meet all applicable standards.

4.4. Disposal of old materials shall be the responsibility of the Contractor.

4.5. Contractor shall restore all disturbed areas and remove debris and equipment at least daily, and more often if directed by County.

## 5. GUARDRAIL SPECIFICATIONS

5.1. Installation and Realignment

5.1.1. Include W-Beam or Thrie-Beam systems, end treatments, transition connections, posts, anchors and associated hardware.

5.2. Materials

5.2.1. Steel: Shall meet AASHTO M1800, ASTM A123/A153 standards with Type 2 zinc coating.

5.2.2. Aluminum: Shall meet 0.125” Alloy 2024-T3 with specified tensile properties.

5.3. Posts

5.3.1. Timber: No. 1 Southern Pine, S4S, treated, and drilled before treatment.

5.3.2. Steel: ASTM A6/A36/A992, galvanized per ASTM A123.

5.3.3. Special posts are used only where standard placement conflicts with concrete structures.

5.4. Offset Blocks

5.4.1. Timber, steel, or composite blocks listed on FDOT’s APL.

5.5. Anchor Systems and Anchor Blocks

5.5.1. Post-installed anchors and dowels are intended for use in structural applications where designated.

5.5.2. Anchor bolts shall be galvanized per ASTM A153.

5.5.3. Concrete blocks shall be Class I concrete.

5.6. End Treatment and Crash Cushions

5.6.1. Shall match existing type, unless directed by County’s designated Project Manager otherwise.

5.6.2. Shall meet FDOT APL and MUTCD reflectivity standards.

5.7. Reflectors and Delineation Systems

5.7.1. Reflectors ≥ 3” diameter, colorless or amber.

5.7.2. Barrier delineators are spaced 25 ft (first 100 ft), then every 100 ft.

5.7.3. Linear delineation systems shall be 3M Diamond Grade or equivalent.

5.8. Asphalt Pads

5.8.1. Install 2” – thick, 3’ wide asphalt bases under full guardrail length, extending 3’ beyond ends.

5.8.2. Contractor may choose fresh hot bituminous mix or cold mix asphalt.

5.8.3. For any guardrails being repaired, that have an existing asphalt base pad, Contractor shall also repair the pad to like or better conditions.

5.8.3.1. Line item for miscellaneous asphalt shall be added to the quote.

## 6. HANDRAIL AND PEDESTRIAN/ BICYCLE RAIL SYSTEM SPECIFICATIONS

6.1.1. Fabricate and install 2-rail or 3-rail systems per ASTM A500 Grade B/C/D or A53 Grade B, and ASTM A36.

6.1.2. Panel length shall be ≤ 6.5 ft; adjust as needed for site conditions.

6.1.3. All welds shall be continuous and ground smooth; joints sealed completely.

6.1.4. Mounting bolts shall be galvanized and trimmed flush; set screw holes filled with epoxy.

6.1.5. Pricing shall include all posts, rails, plates, anchors, and hardware, measured per linear foot.

## 7. BASIS OF PAYMENT

7.1. Contractor shall be compensated at the unit price, as specified in the Contractor's bid proposal, multiplied by the actual units completed and accepted by the County, less any damages assessed.

7.2. Pricing submitted shall include all labor, equipment, materials, fuel, maintenance of traffic, mobilization, debris removal and disposal, and all incidentals necessary to complete all work as specified.

7.3. Correction of any deficiencies shall be at the Contractor's cost.

7.4. Each project request form issued to the Contractor shall have estimated quantities. If for any reason the estimated quantities are significantly different than the actual quantity; Contractor shall notify the County of the discrepancy and receive a signed, approved change order prior to the commencement of work.

[*The remainder of this page intentionally left blank*]

**EXHIBIT B – INSURANCE REQUIREMENTS** **26-603**

## 1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, 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, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

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

1.3.1. Commercial 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 |

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). 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 |

## 2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. Certificate holder must 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

## 3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

**5. RENEWAL AND CONTINUOUS COVERAGE**

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

**6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE**

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

**7. ADDITIONAL DOCUMENTATION REQUIREMENTS**

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

*[End of Exhibit B.]*

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# LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

## DEFINITIONS

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

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

**County:** Lake County, Florida, a political subdivision of the State of Florida.

**Proposal:** Any offer submitted in response to a solicitation.

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

**Vendor:** Any entity responding to a solicitation or performing under any resulting contract.

## INSTRUCTIONS TO VENDORS

A. Vendor Qualification: The County requires 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 – as required by the Internal Revenue Service.
   5. Americans with Disabilities Act (ADA).
   6. Conflict of Interest.
   7. Debarment Disclosure Affidavit.
   8. Nondiscrimination.
   9. Family Leave.
   10. 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, Florida Statutes, 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 contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

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

I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and 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 Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

**PREPARATION OF PROPOSALS**

A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.

B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.

D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

**COLLUSION**

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**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.

## CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. 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.

## INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

## AWARD

A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will 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 necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

~~H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.~~

I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

## GRANT FUNDING

In the event any part of a 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. Contractors are advised that payments under the Contract may

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

**STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the Florida Department of State home page.

**PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

**SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor 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.

**DISADVANTAGED BUSINESSES**

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

**GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party 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 of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

**GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

**COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor 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 Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

**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 Contractor 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 Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

**MODIFICATION OF CONTRACT**

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

**ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

**NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation 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 provided under the Contract.

**OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**CONTINUATION OF WORK**

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

**WARRANTY**

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

**DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**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 (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. Except for items specifically identified by the Contractor 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 to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will 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 products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation 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 Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense**,** requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges 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 a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

**ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. 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 a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**PURCHASE OF OTHER ITEMS**

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

**SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must 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 County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

**MATERIAL SAFETY DATA SHEET (MSDS)**

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

**TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

**CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

## PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

## CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a 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 in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

## TRUTH IN NEGOTIATION CERTIFICATE

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 for each Contract that exceeds $195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will 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 will be made within one (1) year following the end of the Contract.

## COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

## RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees 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.

## MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must 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.

## PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

## INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, 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 attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

## TERMINATION FOR CONVENIENCE

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

## 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 will be cancelled, and the Contractor will 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.

## TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

**FRAUD AND MISREPRESENTATION**

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

**RIGHT TO AUDIT**

The County reserves the right to require the Contractor 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 the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The 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.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

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 must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

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 under the contract.

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.

B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

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

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**COPYRIGHTS**

Any copyright derived from a Contract will 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 or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

**SOVEREIGN IMMUNITY**

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

**COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under a Contract must 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).

**E-VERIFY**

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 all new employees hired by subcontractors during the term of the subcontract.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

**FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

**NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may 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 will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of $1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**ANTI-TRAFFICKING RELATED ACTIVITIES**

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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**EXHIBIT C1** **26-603**

**PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

## 1. INTENT OF CONTRACT DOCUMENTS

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

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

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

## 2. ERRORS AND OMISSIONS

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

## 3. EMERGENCIES

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

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the contractor, without special instruction or authorization from the Project Manager is obligated to act to prevent threatened damage, injury or loss. The contractor shall contact the Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the contractor believes that any significant changes in the work or variations from the contract documents. If the Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

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

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

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

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

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

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

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

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

**5. GENERAL INSPECTION REQUIREMENTS**

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

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

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

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

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and 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, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

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

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

## 6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

## 7. CONTRACT TIME AND TIME EXTENSIONS

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

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

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

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

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

| **Specific Project Amount** | **Daily Charge per Calendar Day** |
|---|---|
| $5,000 and under…… | $25 |
| Over $5,000 but less than $10,000…… | $65 |
| $10,000 or more but less than $20,000…… …… | $91 |
| $20,000 or more but less than $30,000…… …… | $121 |
| $30,000 or more but less than $40,000…… …… | $166 |
| $40,000 or more but less than $50,000…… …… | $228 |
| Over $50,000 but less than $250,000…… | $313 |

Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.

The County shall retain from the compensation to be paid to Contractor the above described sum. If the Contractor continues to fail to complete any or all remaining scheduled work, the County may charge the Contractor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

F. County shall retain from the compensation to be paid to contractor the above described sum.

**8. HOURS OF OPERATION**

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

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

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

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

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

## 9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

## 10. CLAIMS AND DISPUTES

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

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

1. Claims by the contractor shall be resolved in the following manner:

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

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

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

**11. LANDS FOR WORK AND ACCESS THERETO**

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

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

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The 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, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

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

**12. MAINTENANCE OF TRAFFIC (MOT)**

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

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from 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.

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

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

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

E. 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.

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

**13. UNDERGROUND UTILITIES**

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

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

A. The 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 project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. 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.

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

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as 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.

E. 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 or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The 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.

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

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

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

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

**15. EQUIPMENT**

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

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

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

**16. SANITATION**

The contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

**17. OTHER WORK**

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

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

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

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

**18. BONDS**

Not applicable to this solicitation.

**19. FINAL INSPECTION**

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

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

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage 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.

## 20. FINAL ACCEPTANCE

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

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

## 21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

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

## 22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

**B.** The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.

# Exhibit D
# Lake County Guardrail / Handrail Service Request Form

| | |
|---|---|
| **To:** | **From:** Public Works Road Operations Div. |
| **Contact:** | **Phone:** (352) 343-6439 |
| **Phone:** | **Date:** |
| **E-Mail:** | **Pages:** |

**Guardrail / Handrail 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 County Project Manager or designee prior to the performance of work.**

**Approved by:**_____

**County Representative**

| | | |
|---|---|---|
| **Work completed OK to Pay Date :** | **Invoice #** | |
| **Approved by:** | **Goods Received** | |
| | | |