

**FRUITLAND PARK CITY COMMISSION  
COMMUNITY REDEVELOPMENT AGENCY  
SPECIAL MEETING AGENDA**

**July 27, 2023**

City Hall Commission Chambers  
506 W. Berckman Street  
Fruitland Park, Florida 34731  
**On or before 6:15 p.m.**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. FY 2022-23 CRA ROAD PAVING QUOTES** (city manager/public works director)

**4. PUBLIC COMMENTS** (city clerk)

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the Community Redevelopment Agency at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the CRA. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the CRA addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

**5. UNFINISHED BUSINESS**

**6. ADJOURNMENT**

Any person requiring a special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the CRA with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The city does not provide verbatim records. (§286.0105, F.S.)

**PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.**

**CITY OF FRUITLAND PARK**  
**CRA AGENDA ITEM SUMMARY SHEET**  
**I t e m   N u m b e r : 3**

**ITEM TITLE:** **CRA Road Paving FY 2022-23**

**MEETING DATE:** Thursday, July 27, 2023

**DATE SUBMITTED:** Tuesday, July 18, 2023

**SUBMITTED BY:** City Manager/Public Works Director

**BRIEF NARRATIVE:** **CRA Road Paving FY 2022-023** Yearly paving of roads in the community redevelopment district that dropped below a PASER rating of five on the city's street repair maintenance schedule.

**FUNDS BUDGETED:** \$161,740 from \$300,000 budgeted in 20511-606311 (Redevelopment Fund)

**ATTACHMENTS:** Paquette Company's quote for CRA roads; ongoing executed renewal contract #19-0921 between Lake County and Paquette Company, and City of Fruitland Park's Repair and Maintenance Schedule

**RECOMMENDATION:** Approval

**ACTION:** **Recommend the approval of 2023 CRA Paving Quote by Paquette Paving**



## PAQUETTE COMPANY

101 WEBER AVENUE  
LEESBURG, FL 34748  
PH. #(352) 365-0006 / FX. #(352) 315-0500

### CITY OF FRUITLAND PARK - 2023

TO: **MR. ROBB DICUS**  
[CITY OF FRUITLAND PARK](#)

PAQCO, Inc. proposes to furnish the following work, including all labor, materials and equipment - complete in accordance with the following:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
***	CRA ROADS				
1	E. FRUITLAND STREET	1,370	SY	\$13.25	\$18,152.50
2	FOX HILL (SMALL SECTION)	300	SY	\$13.25	\$3,975.00
3	MARILYN STREET	1,145	SY	\$13.25	\$15,171.25
4	WILLIAMS DRIVE	1,720	SY	\$13.25	\$22,790.00
5	E. BERCKMAN STREET	1,855	SY	\$13.25	\$24,578.75
6	THOMAS STREET	1,540	SY	\$13.25	\$20,405.00
7	TROPIC CIRCLE	2,890	SY	\$13.25	\$38,292.50
8	MISC. PATCHES	3	EA	\$500.00	\$1,500.00
9	SUNNY COURT REMOVE / REPLACE 8' BASE AND 2" ASHALT 150' X 10'	1	LS	\$8,000.00	\$8,000.00
10	DOUBLE YELLOW STRIPING & RPMS E. BERCKMAN (27 TO CR 468)	1	LS	\$8,875.00	\$8,875.00
	<b>SUB TOTAL CRA ROADS</b>				<b>\$161,740.00</b>
***	NON CRA ROADS				
1	MYRTLE BREEZE COURT	5,615	SY	\$13.25	\$74,398.75
2	HOOF PRINT CT	3,080	SY	\$13.25	\$40,810.00
3	DEER GLEN CT	670	SY	\$13.25	\$8,877.50
	<b>SUB TOTAL NON CRA ROADS</b>				<b>\$124,086.25</b>

***	STREETS BID AS A WHOLE				
	BASED ON 1 1/4" SP-9.5 ASPHALT				
***	INCLUDES TACK COAT				
***	INCLUDES TRAFFIC CONTROL AND PREPWORK PRIOR TO PAVING				
***	MILLING JOINTS AND KEYWAYS INCLUDED				
			PROPOSAL TOTAL:		\$285,826.25

**TERMS:**

Net cash upon receipt of invoice, no retainage to be held. Subject to credit approval. All monies not paid when due shall bear interest at the maximum rate allowed by law at the place of the project and any cost incurred in collection said monies. Including Attorney fees and court cost will be due under this contract.

\*\*\* Existing cracks can reflect through new asphalt over time

\*\*\* Tack coat to be applied at Paqco, Incs discretion

**BID BASED ON \$92.00 PER TON PLUS TAX IF COST OF ASPHALT  
INCREASES ADDITIONAL COST WILL BE INCURED.**

**ESTIMATE EXPIRATION:** This proposal is valid for 60 days.

Proposed by:  
**PAQCO, Inc.**

Accepted by:

\_\_\_\_\_  
Fay Paquette Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





### MODIFICATION OF CONTRACT

Modification Number: Six (6) Effective Date: 6/1/2023	Contract Number: 19-0921 Title: <u>On-Call Pavement &amp; Base Repair Contractor</u> Effective Date: 06/01/2019
Contracting Officer: Amy Munday E-mail: <u>amy.monday@lakecountyfl.gov</u> Telephone Number: (352) 343-9768	Contractor Name and Address:  Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By:  Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year, expiring May 31, 2024	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>1-11-23</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Amy Munday</u> Title: _____ Date: <u>1-12-23</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



### MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 1/6/2023	Contract Number: 19-0921 Title: <u>On-Call Pavement &amp; Base Repair Contractor</u> Effective Date: 06/01/2019
Contracting Officer: Amy Munday E-mail: <a href="mailto:amy.monday@lakecountyfl.gov">amy.monday@lakecountyfl.gov</a> Telephone Number: (352) 343-9768	Contractor Name and Address:  Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By:  Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification is to ADD the following services to the contract. SEE HIGHLIGHTED CHANGES ATTACHED:	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>1-10-23</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: _____ Date: <u>January 11, 2023</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Contract 19-0921 - Paqco - Pricing Section			
Item No.	Description	UOM	Per Per Unit
1	Mobilization / Demobilization Charge	Each	\$ 1,750.00
2	Portable Changeable (Variable) Message Signs	Each Day	\$ 800.00
3	Base Repair (10-20 SY)	Square Yards	\$ 60.00
4	Base Repair (>20-50 SY)	Square Yards	\$ 50.00
5	Base Repair (>50 - 100 SY)	Square Yards	\$ 40.00
6	Base Repair (100-200 SY)	Square Yards	\$ 33.50
7	Base Repair (>200 SY)	Square Yards	\$ 27.50
8	Additional 1" per SY for limerock to be installed	Square Yards	\$ 2.00
9	Milling (10-20SY)	Square Yards	\$ 35.00
10	Milling (>20-50SY)	Square Yards	\$ 28.00
11	Milling (>50-100 SY)	Square Yards	\$ 25.00
12	Milling (>100-200 SY)	Square Yards	\$ 22.50
13	Milling (>200 SY)	Square Yards	\$ 20.00
14	Asphalt Repair (10-20SY)	Square Yards	\$ 17.50
15	Asphalt Repair (>20-50SY)	Square Yards	\$ 15.00
16	Asphalt Repair (>50-100 SY)	Square Yards	\$ 14.00
17	Asphalt Repair (>100-200 SY)	Square Yards	\$ 12.50
18	Asphalt Repair (>200 SY)	Square Yards	\$ 12.50
19	Additional 1" per SY for asphalt to be installed	Square Yards	\$ 8.75
20	Asphalt per Ton	Ton	\$ 130.00



Pavement Markings			
Item No.	Description	UOM	Per Per Unit
21	4 inch White Line	Linear Foot	\$ 1.50
22	4 inch Yellow Line	Linear Foot	\$ 1.50
23	6 inch White Line	Linear Foot	\$ 1.75
24	6 inch Yellow line	Linear Foot	\$ 1.75
25	18 inch White Line for Gore Areas	Linear Foot	\$ 3.50
26	18 inch Yellow Line for Gore Areas	Linear Foot	\$ 3.50
27	12" Crosswalk	Linear Foot	\$ 4.75
28	24" Crosswalk	Linear Foot	\$ 8.25
29	Symbol - Single Arrow	Each	\$ 80.00
30	Symbol - Comination Arrow	Each	\$ 115.00
31	Message - School*	Each	\$ 215.00
32	Message - Railroad Crossing*	Each	\$ 215.00
33	Message - Only*	Each	\$ 115.00
34	Message - Merge*	Each	\$ 150.00
35	Message - Stop*	Each	\$ 150.00
36	Message - Miscellaneous, 4-5 letters	Each	\$ 150.00
37	24 inch - White Stop Bar	Each	\$ 100.00
38	Raised Pavement Markings	Each	\$ 6.50
Additional Items			
Item No.	Description	UOM	Per Per Unit
37	Night Work Charge (Including Lights)	Per Hour	\$ 300.00
38	Law Enforcement assisted MOT - Only used upon Project Manager Request	Per Day	\$ 400.00
39	Minimum Trip Charge	Per Trip	\$ 850.00



### MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/1/2022	Contract Number: 19-0921 Title: <u>On-Call Pavement &amp; Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Amy Munday E-mail: <a href="mailto:amunday@lakecountyfl.gov">amunday@lakecountyfl.gov</a> Telephone Number: 352.343.9768	Contractor Name and Address:  Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34788 ATTENTION: Fay Paquette – Vice President
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for one (1) year, expiring May 31, 2023.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u></u> Print Name: <u>JAY S. PAQUETTE</u> Title: <u>PRESIDENT</u> Date: <u>JUNE 6 2022</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>jpaquette@paqcoinc.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u></u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>June 6, 2022</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



## MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 5/1/2022	Contract Number: 19-0921 Title: On-Call Pavement & Base Repair Contractor Effective Date: June 01, 2019
Contracting Officer: Amy Munday E-mail AMunday@LakeCountyFL.gov Telephone Number: 352-343-9389	Contractor Name and Address:  Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 37488 ATTENTION: Jay S. Paquette, President
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Per Article 6. Miscellaneous Provisions, Section 6.4, Attachment C – Pricing Schedule is revised to include the addition of price redetermination to adjust asphalt unit cost upward or downward through the use of the FDOT Fuel and Bituminous Average Price Index as published by the Florida Department of Transportation.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Fay Paquette</u> Title: <u>Vice President</u> Date: <u>4/22/22</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>wendi@paqcoinc.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: <u>Contracting Officer</u> Date: <u>April 22, 2022</u>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	





## MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 6/1/2021	Contract Number: 19-0921 Title: On-Call Pavement and Base Repair Contractor Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail Bponko@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: PAQCO, Inc Address: 101 Weber Avenue City: Leesburg, Florida 3748 ATTENTION: Jay S. Paquette, President
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2022.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: Print Name: <u>FAY PAQUETTE</u> Title: <u>VICE PRESIDENT</u> Date: <u>2/1/21</u> E-mail: <u>fay@paqcoinc.com</u> Secondary E-mail: <u>dane@paqcoinc.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: Print Name: <u>William Ponko</u> Title: <u>Contracting Officer</u> Date: <u>2/1/21</u>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	



## MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/1/2020	Contract Number: 09-0921 Title: <u>On-Call Pavement and Base Repair Contractor</u> Effective Date: June 1, 2019
Contracting Officer: Bill Ponko E-mail: <a href="mailto:Bponko@lakecountyfl.gov">Bponko@lakecountyfl.gov</a> Telephone Number: (352) 343-9389	Contractor Name and Address:  Name: PAQCO, Inc. Address: 101 Weber Avenue City: Leesburg, Florida 34748 ATTENTION: Jay S. Paquette, President
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 441              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for a period of one (1) year, expiring on May 31, 2021.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>FAY PAQUETTE</u> Title: <u>Vice President</u> Date: <u>3-30-20</u> E-mail: <u>fay@pqcoinc.com</u> Secondary E-mail: <u>Roxanne@pqcoinc.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Ronald A. Falcetta</u> Title: <u>Contracting Officer</u> Date: <u>3/30/2020</u>
<b>Distribution:</b> Original – Bid File Copy – Contractor Contracting Officer	



**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND PAQCO, INC.  
FOR ON-CALL PAVEMENT AND BASE REPAIR CONTRACTOR  
ITB # 19-0921**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and PAQCO, Inc., a Florida for profit corporation, its successors and assigns (the CONTRACTOR).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an Invitation to Bid (ITB#) 19-0921, seeking entities to provide on-call road repairs for the COUNTY; and

**WHEREAS**, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

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

**Article 1. Recitals**

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

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONTRACTOR to provide to provide all labor, materials, and equipment to completed on-call road repairs, including base repairs, milling, installation of asphalt, and installation of striping to match the preexisting markings, for Lake County as more specifically listed in **Attachment A - Scope of Services** and **Attachment B -Addendums**, attached hereto and incorporated herein,. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONTRACTOR and the Lake County Public Works Department. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO THE CONTRACTOR BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONTRACTOR.**

**2.2** This Agreement shall commence on the first calendar day of the month succeeding approval of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term of this Agreement will be for twelve (12) months and will remain in effect until completion of the expressed and/or implied warranty period. The COUNTY reserves the sole right to renew this Agreement for four (4) additional one (1) year periods. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement.

Prior to completion of each exercised contract term, the COUNTY may consider an adjustment to price based on the percentage change between the base index and the current month index according to the State of Florida DMS bulk fuel gasoline and diesel for unleaded gas, Florida PAD 1, Orlando. It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The

contract unit prices may be adjusted based on the movement of the stated index. The base index value will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price redetermination is made. The COUNTY reserves the right to also request index-based adjustments if it is deemed to be in the COUNTY's best interest.

CONTRACTOR's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received, the COUNTY will assume that CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

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

**2.3** CONTRACTOR agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY's specifications, including but not limited to time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY's other CONTRACTOR(s).

**2.4** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

**2.5** 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 CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the 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 the subcontractors during the term of the contract.

### **Article 3. Payment**

**3.1** Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in Pricing Schedule, attached hereto and incorporated herein as **Attachment C**. The personnel needed for each individual project shall be determined through the Task Work Order.

**3.2** CONTRACTOR shall submit invoices to the COUNTY user department within thirty (30) calendar days from delivery of goods or services. Under no circumstances may the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items. All invoices must contain the contract and purchase order number (if applicable), the specific task number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in Attachment B, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR 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. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

#### **Article 4. COUNTY Responsibilities**

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

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

#### **Article 5. Special Terms and Conditions**

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

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

5.2 Assignment of Agreement This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition

process, CONTRACTOR shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

### 5.3 Insurance.

A. CONTRACTOR shall purchase and maintain, 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 CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, must be furnished by CONTRACTOR to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

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

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

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

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

- Combined Single Limit: \$1,000,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

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

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

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

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONTRACTOR must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

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

F. Certificate holder shall be:

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

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

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

I. CONTRACTOR shall be responsible for sub-CONTRACTORs, if any, and their insurance. Sub-CONTRACTORs are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONTRACTOR's requirements.

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

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

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

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

**5.6 Indemnity.** CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONTRACTOR agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

**5.7 Independent Contractor.** CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**5.8 Ownership of Deliverables.** Upon completion of and payment for a task CONTRACTOR agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONTRACTOR under this Agreement or furnished by COUNTY to CONTRACTOR shall be and/or remain the property of COUNTY. CONTRACTOR shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONTRACTOR hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONTRACTOR and COUNTY recognize that CONTRACTOR'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONTRACTOR'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

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

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

**5.11 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.



**5.12 Codes and Licenses.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONTRACTOR must be appropriately licensed to provide the services provided under this Agreement.

**5.13 Prohibition Against Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).**

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

**5.15 Right to Audit.** The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request

make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with sub-CONTRACTORS in connection with the work performed under this Agreement.

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

**5.16 Completion of Work.** All work performed by CONTRACTOR shall be in accordance with good commercial practice. The work schedule and completion dates must be adhered to by CONTRACTOR, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. Should CONTRACTOR fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the COUNTY reserves the authority to termination this Agreement and to secure the services of another contractor to complete the work. If the COUNTY exercises this authority, the COUNTY will reimburse CONTRACTOR for work which was completed and found acceptable, if any, to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another contractor. If the CONTRACTOR fails to honor this invoice or credit memo, the County may terminate this Agreement for default.

**5.17 Accuracy.** CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR must promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to CONTRACTOR by the County's project administrator, who may confirm all such verbal reports in writing. CONTRACTOR shall bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR, in writing, that 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 CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**5.18 Acceptance of Goods or Services.** The products delivered will remain the property of the CONTRACTOR, and services rendered under this Agreement will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the COUNTY and must



be in compliance with the terms in the contract, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement 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 this Agreement 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 the purchase order or contract, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the 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 CONTRACTOR by the COUNTY for any contract or financial obligation.

**5.19 Warranty.** CONTRACTOR agrees that the product or service furnished to the COUNTY will be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products or services and the rights and remedies provided in this Agreement will be in addition to the warranty and do not limit any right afforded to the County by any other provision.

**5.20 Business Hours of Operation.** No work may be done on County Holidays, Saturday, Sunday, or on any days between the hours of 5:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day.

**5.21 Minimum Wage.** The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may 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.

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

of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

**5.23 Clean-Up.** CONTRACTOR shall be responsible for the removal of all surplus material and debris from the work site at the end of each work day, and dispose of in an appropriate and lawful manner. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. CONTRACTOR shall leave the site clean and neat.

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

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

**5.26 License and Permits.** The CONTRACTOR shall remain appropriately licensed throughout the term of this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. It is the responsibility of the CONTRACTOR to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the CONTRACTOR.

## **Article 6. Miscellaneous Provisions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. CONTRACTOR waives its right to a jury trial for any action arising from this Agreement.

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

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

**6.4** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

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

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

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

6.8 With the consent of CONTRACTOR, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

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

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

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

If to CONTRACTOR:

Paqco, Inc.  
101 Weber Avenue  
Leesburg, FL 34748

If to COUNTY:

Lake County Manager  
315 W. Main Street  
P.O. Box 7800  
Tavares, FL 32778

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

**Article 7. Scope of Agreement**

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

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services  
Attachment B - Addendums  
Attachment C – Pricing Schedule

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

**CONTRACTOR**

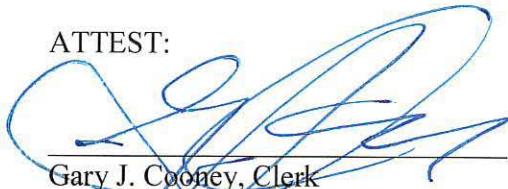
PAQCO, INC.

By: 

Jay S. Paquette, President

This 11 day of APRIL, 2019.

ATTEST:

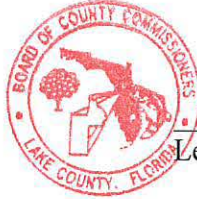
  
\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida

Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh, County Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA



  
\_\_\_\_\_  
Leslie Campione, Chairman

This 10<sup>th</sup> day of May, 2019.



## **ATTACHMENT A – SCOPE OF SERVICES**

### **PAVEMENT AND BASE REPAIR CONTRACTOR, ON-CALL**

Pursuant to the terms and conditions of this Agreement, the Contractor as the vendor agrees to provide services to the County as set forth in this Scope of Services. The vendor must furnish all labor, equipment, fuel, materials, and any other items needed to perform all operations necessary to complete this work in strict accordance with these specifications, any applicable drawings, and is subject to the terms and conditions of the contract.

The County estimates using approximately 6,500 square yards of base repairs per fiscal year. This quantity is an estimate only and is given only to allow for preparation of the bid. QUANTITIES ARE NOT GUARANTEED FROM THIS INVITATION TO BID. Any contract entered into will be on an as-needed basis.

The vendor must provide competent and qualified personnel to perform the work as required by the contract specifications. The vendor must, at all times, maintain good discipline and order at the work site. The vendor shall provide a list of all foreman and supervisors who will perform the work, to include twenty-four (24) hour emergency contact telephone numbers. The vendor will maintain a dress code for their employees with a minimum of shirt, safety vest, shorts and shoes, in decent condition, at all times while on the jobsite. The County will require that the vendor remove from the work site any of the vendor's personnel that the County Project Manager determines to be incompetent, careless or otherwise objectionable. Upon receipt of the written notice, the vendor must remove the cited personnel immediately. No request for time extensions will be granted for the removal of any cited personnel.

The vendor must furnish the County Project Manager with a list of all subcontractors performing work on the contract, if any, with their contact information.

Unless otherwise specified, all work under the contract must be completed in accordance with the most recent edition of the Florida Department of Transportation's (FDOT's) "Standard Plans for Road and Bridge Construction".

It will be the responsibility of the vendor to make a video in DVD, flash drive, or electronic format of all current conditions such as, but not limited to: driveways, road intersections, vegetation, etc., before any work commences. The vendor will focus on any deficient conditions present at the time of the recording. The date and time must be recorded on the video at the time it is being created. A copy of the video must be supplied to the County Project Manager before the commencement of any work as outlined on the Project Order Form.

#### **NOTICE TO PROCEED**

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

[http://www.sercc.com/climateinfo/historical/historical\\_fl.html](http://www.sercc.com/climateinfo/historical/historical_fl.html) .

Days for calculating actual rainfall are days recorded with rainfall on the Weather Underground website which can found at the following link: <http://www.wunderground.com> .

If above average rainfall occurs, the vendor may request a time extension to complete the project. Should the vendor be obstructed or delayed in the prosecution of, or completion of the project as a result of unforeseeable causes beyond the control of the vendor, and not due to his fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, employee strikes or lockouts, the vendor must notify the County Project Manager in writing within two (2) business days after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the vendor will have had to request a time extension.

If the vendor complies with the two (2) business days' notice requirement, the County Project Manager will ascertain the facts and the extent of the delay being claimed. The County Project Manager's findings of fact will be final and conclusive on the parties. The vendor must cooperate with the County Project Manager's investigation of the delays by providing any schedules, correspondence or other data that will be required to complete the findings of fact. Extensions to the contract time will be granted for only delays that impact the vendor's construction schedule. Any extensions of contract time will be given at the discretion of the County Project Manager and must be authorized by a Change Order approved in accordance with Board policy.

The vendor must contact the County Project Manager two (2) business days prior to starting any job. All work, once started, must be completed before any other work will commence on subsequent work projects. The only exception will be when the County determines that such other work is in the best interest of the County and should be expedited.

#### METHOD OF OPERATIONS

The Notice to Proceed will outline the area and dimension to receive pavement repair. This area must be field marked in pink paint. Each area on the Notice to Proceed must have an individual calculation of square yards to repair. This yardage calculation will determine which unit cost will be assessed for that particular repair should multiple repairs occur on one Notice to Proceed.

The vendor must assess the County a single mobilization/demobilization charge for each repair not within 2,640 feet of the beginning or end of another repair. Example 1: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Maple Street. The repairs are 300 hundred feet from the end of one repair to the beginning of the next. The vendor will only be permitted to assess one (1) mobilization/demobilization charge. Example 2: County provides a Notice to Proceed to the vendor outlining two (2) repairs on Elm Street. The repairs are 2,750 feet from the end of one repair to the beginning of the next. The vendor will be permitted to assess two (2) mobilization/demobilization charges. Example 3: County provides a Notice to Proceed to the vendor outlining four (4) repairs on Pine Street. The repairs are 565 feet from the end of the first repair to the beginning of the second, 1,698 feet from the end of the second repair to the beginning of the third, and 1,500 feet from the end of the third repair to the beginning of the fourth. The vendor will be permitted to assess one (1) mobilization/demobilization charge as distance between any one repair does not exceed 2,640 feet. The mobilization/demobilization charge must include all costs associated with the complete mobilization and demobilization of labor and equipment to and from the jobsite.

Questions or issues concerning the repair sizes or any other information listed on the Notice to Proceed will be addressed and agreed upon in writing by the County Project Manager prior to

performance of work. Any work performed without such an agreement by all parties will be paid as stated on the Notice to Proceed in accordance with the terms and conditions of the contract.

#### ROAD BASE REPAIRS

The vendor must saw cut outside the area marked with paint. All saw cuts will be performed to leave only square or rectangular shaped repairs. Any jagged or misshaped repairs will be rejected and replaced by the vendor at no additional cost to the County.

Upon performing saw cutting of existing pavement. The vendor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted limerock base and one (1) inch of asphalt, unless otherwise directed on the Notice to Proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt, unless otherwise directed by the County in writing on the Notice to Proceed.

The unit cost for road base repair must be all inclusive to include all of the following items: traffic control, saw cutting, excavation, limerock installation and compaction, trucking, disposal, and any other incidental charges associated with the repair. Asphalt must be specified and invoiced under a different line item.

#### MILLING

At the discretion of the County, milling may be required to repair an area without doing base repairs.

If milling is required and traffic is to be maintained prior to the placement of the new asphaltic concrete, the vendor must ensure that suitable transitions between areas of varying thickness are created to allow for a smooth longitudinal riding surface. The vendor must sweep all milled areas in a manner that will minimize dust prior to opening to traffic or before starting the overlay process. All millings created by this process will become the property of the vendor and it will be the vendor's responsibility to remove them from the project site. The County Project Manager will determine the thickness of the area to be milled. Milling will occur in increments of one (1) inch. The vendor will be compensated at the unit price for the milling as specified in the vendor's bid.

#### ASPHALT

The vendor must install and compact Recycled SP9.5 hot mix asphalt at a depth of one (1) inch unless otherwise noted on the Notice to Proceed. The vendor must install the new asphalt to ensure that the transition joints are not excessive and a good quality ride is provided when finished. The final result of the installation of the asphalt must provide an even transition with the existing area. No more than one-quarter ( $\frac{1}{4}$ ) inch difference in height will be allowed for the transition of the two (2) areas.

Payment will be calculated by the square yard as stated on the Notice to Proceed and will be all inclusive, but not limited to the following items: traffic control, asphalt installation and compaction, trucking, any disposal, and any other incidental charges associated with the repair. A tack coat must be used to ensure a good bond to the existing base and asphalt. Asphalt must be installed at a minimum rate of one (1) inch thick compacted, unless otherwise specified by the County Project Manager.



Asphalt restoration associated with road base repairs must be completed no later than forty-eight (48) hours after removal. Under no circumstances will the vendor leave open areas unattended for more than the specified time frame, unless authorized in writing by the County Project Manager.

#### STRIPING

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than that previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any roadway markings that are disturbed as part of the base repair must be replaced with thermoplastic markings, as directed by the County Project Manager. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

#### PUBLIC NOTIFICATION OF WORK

At the discretion of the County Project Manager, the vendor may be required to utilize Portable Changeable Message Signs (PCMS, FDOT Index 102-600) for public notification of work.

When the vendor is required to install a Portable Changeable Message Sign (PCMS, FDOT Index 102-600), it must be located at each end of the proposed work zone, unless directed otherwise by the County Project Manager, two (2) days prior to construction and all during construction in order to inform residents and roadway users of the impending construction. The PCMS must display lane closure information including but not limited to anticipated lanes to be closed, extent of lane closure (i.e. "Next 2 Miles"), daily hours of closure, and temporary speed restrictions. Any and all costs associated with the PCMS will be all inclusive in the lump sum bid price.

The vendor will be compensated on a per unit per day rate as stated on the Notice to Proceed form. Any and all costs associated with the Portable Changeable Message Signs must be all inclusive and shall be invoiced at the unit rate as stated on the bid sheet.

#### UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call at 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately if damage has occurred to expedite the repairs. The vendor shall notify the County Project Manager.

#### MAINTENANCE OF TRAFFIC (MOT)

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

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 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](http://www.dot.state.fl.us/mapsandpublications).
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.
1. All lane closures shall have the prior approval of the County's Project Manager.
  2. The foregoing above requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
  3. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

## DAMAGE

All items damaged as a result of the vendor or subcontractor operations, such as but not limited to, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mailboxes, turf, etc., shall be either repaired or replaced by the vendor, at its expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any invoices submitted to the County which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. County reserves the right to pay any such invoices and deduct such costs from the vendor's invoice. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished.

If the vendor damages a County sign or other property owned by the County, it shall be the responsibility of the vendor to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the item and deduct the associated cost from the amount due the vendor.

Complaints shall be addressed by the vendor within forty-eight (48) hours and a written report shall be submitted to the Project Manager outlining actions taken to correct the complaint. The vendor shall notify the Project Manager immediately of any complaints given directly to the vendor.

## EQUIPMENT

The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein this solicitation. If, in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager.

County reserves the right to inspect and approve all equipment before it is placed in service. If at any time the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion.

## QUALITY CONTROL/CORING

At the discretion of the County, an independent testing firm may be obtained by the County to take coring samples from the repaired areas. The County will have the option of completing one (1) core per repaired area and one (1) core per every ten (10) square yards of repair if the size of the repair is greater than ten (10) square yards. If it is determined that the repairs meet the specifications as outlined within, the County will bear the cost of the coring. If it is determined that the work does not meet the specifications as outlined within, the vendor will be responsible for the cost associated with the coring and shall be responsible to make the necessary corrections to the work to meet the specifications. The cost incurred by the County for the coring will be deducted from the submitted invoice.

## SUBCONTRACTOR/MATERIAL SUPPLIERS

If subcontractors or materials suppliers are to be used by the vendor, the vendor must provide a listing of such subcontractors and materials suppliers with the vendor's acceptance of the Notice to Proceed. The listing must include the name of each subcontractor/material supplier proposed, the work or the material the subcontractor/material supplier will provide, and the percentage of the overall proposed project. Prior to final payment to the vendor, vendor must provide Certification of Payment to Subcontractors/Materials Suppliers before the invoice is processed and paid.

## EMERGENCIES

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

## SAFETY

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or ADA regulations must be provided. Any safety devices installed by the manufacturer must be in place and in proper working order at all times. If the County Project Manager determines that equipment is deficient in safety devices, the vendor will be notified immediately. The vendor must immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the County Project Manager.

The County Project Manager will periodically monitor work site for safety. Should there be safety or health violations, the County Project Manager has the authority, but not the duty, to require the vendor to correct the violation in an expeditious manner. If there is any situation deemed unsafe by the County Project Manager, the project must be shut down immediately upon notice and must not resume work until the unsafe condition has been remedied.

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

The vendor must 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) are invitees and need not have warrants or permission to enter the work site.

The vendor must designate a competent person who can communicate with all personnel of its organization whose duty shall be the prevention of accidents at the site. This person will be the vendor's Project Foreman unless otherwise designated in writing by the vendor to the County. All communications to the Project Foreman will be as binding as if given to the vendor.

#### HAZARDOUS MATERIALS

The vendor is responsible for notifying the County Project Manager of any hazardous materials used by the vendor on the work site and providing the County Project Manager with a copy of the Material Safety Data Sheets (MSDS) as required by federal law, as applicable. A copy of the Material Safety Data Sheets (MSDS) must be kept on the project work site at all times.

Any spillage of hazardous materials must be reported immediately to the County Project Manager and cleaned up in accordance with all Local, State and Federal Regulations. The clean-up cost of any spillage of hazardous materials caused by the vendor will be the sole responsibility of the vendor. A copy of a complete report showing compliance with local, state, and federal agencies must be given to the County Project Manager.

If any hazardous materials or conditions are discovered during normal operations, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.

#### LIQUIDATED DAMAGES

The County and the vendor recognize that, since time is of the essence for services as part of the contract, the County could suffer financial loss if the work is not completed within the time specified.

The County will be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project will be deemed to be completed on the date it is accepted by the County Project Manager. The vendor 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 vendor fails to complete the work in a timely manner. The liquidated damages will be as follows:

Specific Project Amount	Daily Charge Per Calendar Day
\$5,000 and under .....	\$25
Over \$5,000 but less than \$10,000 .....	\$75
\$10,000 or more but less than \$20,000 .....	\$150
\$20,000 or more but less than \$30,000 .....	\$250
\$30,000 or more but less than \$40,000 .....	\$350
\$40,000 or more but less than \$50,000 .....	\$450
Over \$50,000 but less than \$250,000 .....	\$544

Any vendor that is in default for not completing the work within the time specified will 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 will retain from the compensation to be paid to the vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County will charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount will 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 will not be construed as a penalty.

#### WORK ACCEPTANCE

Upon written notice from the vendor that the work is complete, the County Project Manager will make a final inspection with the vendor and will notify the vendor in writing of any deficiencies in the project. The vendor must correct all deficiencies before final acceptance and payment is made. If the deficiency is not properly corrected and there is a third inspection, the County will assess an eighty-dollar (\$80.00) fee to the vendor. The eighty-dollar (\$80.00) fee will be assessed for every re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice.

#### WARRANTY

All work performed under the contract must be warranted to provide, at a minimum, the specified performance criteria for a period of at least eighteen (18) months after completion of the project and acceptance by the County. Acceptability of this work will be determined based on both end-result and performance-based criteria. Performance criteria are as follows: Fatigue (Alligator) Cracking: Replace any segment that has a fatigue cracking condition rating exceeding the low severity level for more than ten percent (10%) of the pavement surface area in any segment during the warranty period. Rutting: Replace the segment where any rutting resulting from failure of the base is more than one-half (½) inch depth as measured with a 10-foot long straightedge. Potholes: The vendor will be responsible for the repair of any potholes that emerge in the surface area. If the

surface area of all potholes totals five percent (5%) or more of the segment's surface area, the vendor must replace the segment.

It is the County's responsibility to monitor warranted work to determine the performance. This includes performance of tests, recording observations, providing the vendor with access to this information, and notifying the vendor in writing of any required warranty work.

It is the vendor's responsibility to supply all material, labor, equipment and expertise to perform warranty work at no additional cost to the County. The vendor must provide the County with certification that all materials, mixtures, and workmanship meet or exceed the requirements specified in this solicitation. The vendor must complete all warranty repairs and permanent replacement as directed by the County, maintaining traffic control as specified in this solicitation. The vendor must repair the areas within thirty (30) calendar days from notification by the County. In the event of any failure of the repaired area, in accordance with the performance criteria in this solicitation, the County and the vendor will determine if the failure is due to the materials or workmanship being at fault. If the failure is due to the materials or workmanship being at fault, the vendor must repair the failed areas at no cost to the County. In cases where the failure resulted from drainage problems or an unexpected increase in traffic/truck equivalent single axle loadings (ESALs), then the County will be responsible for any needed repairs at no cost to the vendor. In cases where the overlay was inadequate or poorly constructed by the vendor, then the vendor must replace the defective area utilizing overlay as specified in this solicitation, at no cost to the County.



**ATTACHMENT B – ADDENDUMS**



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

PHONE: (352) 343-9839  
FAX: (352) 343-9473

**ADDENDUM NO. 2**

**Date: March 28, 2019**

**Invitation to Bid (ITB) 19-0921**

**On-Call Pavement and Base Repair Contractor**

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

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

**Questions/Answers:**

Q1. Striping of thermoplastic, most striping firms, will not place thermo until the asphalt has cured at least 14 days. The bid has no provision for temporary paint until thermo can be placed. Please confirm that the intent is to place thermoplastic and not paint. And please confirm where to price the temporary paint if thermoplastic is the basis of the bid?

A1. The provision for temporary or permanent paint will be identified per project as stated in Section 2 – Statement of Work – Striping

“Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet existing layout and must be included as a separate unit cost item on the Notice to Proceed.”

The vendor shall supply a cost to install temporary paint and thermoplastic markings. This cost shall be listed on the “Total Price” column and include all costs associated in the temporary paint and thermoplastic markings on the newly attached pricing sheet titled “Pavement Markings”.

Addendum to Modify the below section with the highlighted inserts and changes.

**Section 2 – Statement of Work – Notice to Proceed**

**NOTICE TO PROCEED**

All work must be ordered by the County Project Manager with a Notice to Proceed.

The vendor will have sixty (60) calendar days to COMPLETE the project from the date of receipt of the work request regardless of the amount of work described unless otherwise stated on the Notice to Proceed. A fourteen (14) day asphalt cure time shall be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. No additional days will be provided for normal weather delays. Average number of days of rainfall will be determined by the Southeast Regional Climate Center which can be found at the following link:

**Section 2 – Statement of Work – Striping**


**STRIPING**

Unless otherwise directed by the County Project Manager, all pavement markings must be installed to meet the existing layout and must be included as a separate unit cost item on the Notice to Proceed. It is the responsibility of the vendor to ensure the current (before resurfacing) striping layout is recorded so that the same layout is placed on the newly resurfaced road, unless the County supplies a new pattern to be used. Any striping installed in a different layout than the previously existing must be removed and replaced by the vendor at no additional cost to the County unless previously directed in writing.

Any pavement markings that are disturbed as part of the base repair must be replaced as directed by the County Project Manager. A fourteen (14) day asphalt cure time will be allowed in addition to the sixty (60) calendar days to complete the project for the placement of thermoplastic striping. All pavement marking work will be performed in accordance with the requirements of the latest edition of the following manuals and publications, including, but not limited to: the Florida Department of Transportation "Standard Plans for Road and Bridge Construction" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices".

The Revised Bid Form above Line 21 refers to "Permanent Thermoplastic Striping", however, it should refer to "PAVEMENT MARKINGS". I am attaching a new Bid Form titled Final Bid Form to be used for your response to this solicitation.

**Acknowledgement of Addendum:**

Firm Name: PAQCO INC Date: 3-28-19  
Signature:  Title: Vice President  
Typed/Printed Name: FAY PAQUETTE



## ATTACHMENT C –PRICING SCHEDULE

CONTRACTOR agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

### FINAL BID FORM

Item No.	Description	UOM	Price Per Unit	Estimated Usage	Total Price
1	Mobilization/Demobilization Charge	EACH	\$1,750.00	20	\$35,000.00
2	Portable Changeable (Variable) Message Signs	EACH DAY	\$800.00	10	\$8,000.00
3	Base Repair (10-20 SY)	SQUARE YARD	\$60.00	200	\$12,000.00
4	Base Repair (>20-50 SY)	SQUARE YARD	\$50.00	500	\$25,000.00
5	Base Repair (>50-100 SY)	SQUARE YARD	\$40.00	400	\$16,000.00
6	Base Repair (>100-200 SY)	SQUARE YARD	\$33.50	1500	\$50,250.00
7	Base Repair (>200 SY)	SQUARE YARD	\$27.50	1000	\$27,500.00
8	Additional one inch per SY for linerock to be installed	SQUARE YARD	\$2.00	50	\$100.00
9	Milling (10-20 SY)	SQUARE YARD	\$35.00	25	\$875.00
10	Milling (>20-50 SY)	SQUARE YARD	\$28.00	50	\$1,400.00
11	Milling (>50-100 SY)	SQUARE YARD	\$25.00	100	\$2,500.00
12	Milling (>100-200 SY)	SQUARE YARD	\$22.50	500	\$11,250.00
13	Milling (>200 SY)	SQUARE YARD	\$20.00	1500	\$30,000.00
14	Asphalt Repair (10-20 SY)	SQUARE YARD	\$17.50	225	\$3,937.50
15	Asphalt Repair (>20-50 SY)	SQUARE YARD	\$15.00	550	\$8,250.00
16	Asphalt Repair (>50-100 SY)	SQUARE YARD	\$14.00	500	\$7,000.00
17	Asphalt Repair (>100-200 SY)	SQUARE YARD	\$12.50	2000	\$25,000.00
18	Asphalt Repair (>200 SY)	SQUARE YARD	\$12.50	2500	<del>\$25,000.00</del> <sup>EST</sup> \$31,250.00
19	Additional one inch per SY for asphalt to be installed	SQUARE YARD	\$8.75	500	\$4,375.00

20	Asphalt Per Ton	TON	\$130.00	5,000	\$ 650,000.00
<b>PAVEMENT MARKINGS</b>					
21	4-Inch White Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
22	4-Inch Yellow Line	LINEAR FOOT	\$ 1.50	125	\$ 187.50
23	6-Inch White Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
24	6-Inch Yellow Line	LINEAR FOOT	\$ 1.75	2,500	\$ 4,375.00
25	18-Inch White Line For Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
26	18-Inch Yellow Line for Gore Areas	LINEAR FOOT	\$ 3.50	500	\$ 1,750.00
27	Symbol - Single Arrow*	EACH	\$ 80.00	5	\$ 400.00
28	Symbol - Combination Arrow*	EACH	\$ 115.00	5	\$ 575.00
29	Message - School*	EACH	\$ 215.00	5	\$ 1,075.00
30	Message - Railroad Crossing*	EACH	\$ 215.00	5	\$ 1,075.00
31	Message - Only*	EACH	\$ 115.00	5	\$ 575.00
32	Message - Merge*	EACH	\$ 150.00	5	\$ 750.00
33	Message - Stop*	EACH	\$ 150.00	5	\$ 750.00
34	Message Miscellaneous, 4-6 Letters	EACH	\$ 150.00	5	\$ 750.00
35	24-Inch White Stop Bar	EACH	\$ 100.00	20	\$ 2,000.00
36	Raised Pavement Markings	EACH	\$ 6.50	500	\$ 3,250.00
<b>Additional Items</b>					
37	Night Work Charge (Including Lights)	EACH HOUR	\$ 300.00	40	\$ 12,000.00

AGR BETWEEN LAKE COUNTY AND ADVANCED PLANNING CONSULTANTS FOR ON-CALL EMERGENCY  
MANG CONSULTING, 19-0913

3B	Cost Per Day for Law Enforcement Officer To Assist With MOT - 8 Hour Shift; Only Used If Project Manager Requests Service	DAY	\$400.00	\$	\$2,000.00
Grand Total					<del>\$2,000.00</del> <sup>Rate</sup> \$987,512.50

City of Fruitland Park  
Street Repair Maintenance Master Schedule  
(Old City)

Date:  
August 24, 2022

<u>Street</u>	<u>CRA/Non-CRA</u>	<u>Last Repaving</u>	<u>Planned Repaving Date</u>	<u>PASER Rating</u>	<u>Condition Notes</u>	<u>Length of Road</u>	<u>2022 Cost</u>
ACORN CR	CRA	2020		8		244Ft .05M	\$5,612.00
ARECA ST	CRA	2017		6		529Ft .10M	\$12,167.00
AMERICAN LN	Non-CRA			7	Depression in road needs fixed	887Ft .17M	\$20,401.00
ATLANTIC AVE	CRA	2008		7		2911Ft .55M	\$66,953.00
BEAM ST	CRA	2010		8		305Ft .06M	\$7,015.00
BELL CREEK LOOP	Non-CRA	2018		8		1845Ft .35M	\$42,435.00
BENJAMIN CT	CRA	2007		6		180Ft .03M	\$4,140.00
E BERCKMAN ST	CRA		2023	4		1017Ft .19M	\$23,391.00
W BERCKMAN ST	CRA	2015		7		2933Ft .56M	\$67,459.00
BERRYHILL CR	Non-CRA	2017		8		2794Ft .53M	\$64,262.00
BERTOLDI DR	CRA	2014		8		274Ft .05M	\$6,302.00
E BIDWELL ST	CRA			8		835Ft .16M	\$19,205.00
W BIDWELL ST	CRA	2014		8		1211Ft .23M	\$27,853.00
BLUE MOON LN	CRA			6		501Ft .09M	\$11,523.00
BOTTOMLEY LN	CRA			7		556Ft .10M	\$12,788.00
BRADLEY WAY	CRA	2007		7		748Ft .14M	\$17,204.00
BROOKSTONE LN	CRA	2002		7	Needs patch on last cul de sac	1761Ft .33M	\$40,503.00

City of Fruitland Park  
Street Repair Maintenance Master Schedule  
(Old City)

Date:  
August 24, 2022

BROWN CT	CRA			7		403Ft .08M	\$9,269.00
E CATAWBA	CRA			8		1023Ft .19M	\$23,529.00
W CATAWBA	CRA	2021		9	Millings redone on gravel portion 2022	1503Ft .29M	\$34,569.00
CENTURY AVE	CRA	2017		8	short section is a 5 and needs paved	1506Ft .29M	\$34,638.00
CHELSEA AVE	CRA	2007		7		1149Ft .22M	\$26,427.00
CHESTNUT DR	CRA	2007		7		840Ft .16M	\$19,320.00
CINDY AVE	CRA			9		477Ft .09M	\$10,971.00
CLEAR BROOK CT	Non-CRA	2022		10		491Ft .09M	\$11,293.00
COLLEGE AVE	CRA	2007		7		2649Ft .50M	\$60,927.00
DAYBREAK DR	Non-CRA	2005		6		2068Ft .39M	\$47,564.00
DEATA CT	CRA	2007		7		180Ft .03M	\$4,140.00
DENNIS AVE	CRA	2019/2020		8		2019 Mary Sue St to	\$30,452.00
Nuzum St repaved / 2020 Mary Sue St to Shiloh St repaved. 1324Ft .25M							
DEEPWOODS CT	Non-CRA	2005		7	patch needed at entrance	588 Ft .11M	\$13,524.00
DEER GLEN CT	Non-CRA	2022		10	southern end done 2022	791Ft .15M	\$18,193.00
EDITH DR	CRA	2007		7		1367Ft .26M	\$31,441.00
ELM AVE	CRA	2012		8		1294Ft .25M	\$29,762.00
FOREST ST	CRA			7		1643Ft .31M	\$37,789.00

City of Fruitland Park  
Street Repair Maintenance Master Schedule  
(Old City)

Date:  
August 24, 2022

FOREST GLEN DR	Non-CRA	2022		10		2025Ft .38M	\$46,575.00
E FOUNTAIN ST	CRA	2020		8		1025Ft .19M	\$23,575.00
W FOUNTAIN ST	CRA	2019		8		2019 College Ave to Iona	\$21,689.00
repaved / 2020 Iona to Dixie repaved. 943Ft .18M							
FOX HILL RD	CRA	2017		7	70 ft section needs repaved	727Ft .14M	\$16,721.00
E FRUITLAND ST	CRA		2023	5		699Ft .13M	\$16,077.00
W FRUITLAND ST	CRA	2022		10		943Ft .18M	\$21,689.00
GARDENIA DR	CRA			6		1351Ft .26M	\$31,073.00
GLEN CREEK CT	Non-CRA	2022		10		219Ft .04M	\$5,037.00
E GRIFFIN ST	CRA			7		358Ft .07M	\$8,234.00
W GRIFFIN ST	CRA			8		362Ft .07M	\$8,326.00
GRIZZARD ST	CRA	2020		9		1156Ft .22M	\$26,588.00
HALL ST	CRA	2022		10		658Ft .12M	\$15,134.00
HAMLET CT	CRA	2011		9		1448Ft .27M	\$33,304.00
HAWK LANDING	Non-CRA			7		3225Ft .61M	\$74,175.00
HICKORY AVE	CRA	2012		8		1300Ft .25M	\$29,900.00
E HILLTOP ST	Non-CRA	2020		7		401Ft .08M	\$9,223.00
W HILLTOP ST	Non-CRA			9		Cul-de-sac repaved in 2017	\$27,531.00
1197Ft .23M							



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HOOFPRI CT	Non-CRA	2005	2023	5		962Ft .18M	\$22,126.00
N IONA AVE	CRA			7		1279Ft .24M	\$29,417.00
S IONA AVE	CRA			6		432Ft .08M	\$9,936.00
JAMES AVE	CRA	2017		8		2184Ft .09M	\$50,232.00
JEWELL ST	CRA	2017		7		655Ft .12M	\$15,065.00
JOSEPHINE ST	CRA	2022		10		1324Ft .25M	\$30,452.00
JUDITH AVE	CRA	2019		8		683Ft .13M	\$15,709.00
LA BORDE DR	CRA	2014		8		560Ft .11M	\$12,880.00
LAKE ST	CRA			6		662Ft .13M	\$15,226.00
E LA VISTA	CRA	2009		7		639Ft .12M	\$14,697.00
W LA VISTA	CRA			6		374Ft .07M	\$8,602.00
E LEAH CT	CRA	2007		6		260Ft .05M	\$5,980.00
W LEAH CT	CRA	2007		6		334Ft .06M	\$7,682.00
LECONTE ST	CRA	2019		8		664Ft .13M	\$15,272.00
LEMON AVE	CRA			6		787Ft .15M	\$18,101.00
LEWIS ST	CRA			6		1333Ft .25M	\$30,659.00
LIME ST	CRA			gravel		1097Ft .21M	\$25,231.00
MANDARIN LN	CRA			7		1875Ft .36M	\$43,125.00

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MAPLE AVE	CRA	2012		8		1312Ft .25M	\$30,176.00
MARILYN ST	CRA		2023	5		432Ft .08M	\$9,936.00
MARY SUE ST	CRA	2017/2020		7		2017 Poinsettia to Dennis	\$50,071.00
repaved. 2020 Dennis to Elm repaved / 2012 Elm to Hickory repaved. 2177Ft .41M							
MIKE AVE	CRA	2020		8		477Ft .09M	\$10,971.00
E MIRROR LK DR	CRA			8		2811Ft .53M	\$64,653.00
W MIRROR LK DR	CRA			8		2710Ft .51M	\$62,330.00
MULBERRY ST	CRA	2020		9	Section closest to Mirror Lake is 6 468 to Judith done 2022	1038Ft .20M	\$23,874.00
MYRTLE LAKE AVE	Non-CRA	2005		6	Entrance in need of repair	1407FT. .27M	\$32,361.00
MYRTLE LAKE VIEW DR	Non-CRA	2005		6		1377Ft .26M	\$31,671.00
MYRTLE BREEZES CT	Non-CRA	2005	2023	5		1914Ft .36M	\$44,022.00
NUZUM ST	CRA	2019		8		636Ft .12M	\$14,628.00
OAKWOOD LN	CRA	2014		7		885Ft .17M	\$20,355.00
OLD DIXIE AVE	CRA	2022		gravel	new millings laid 2022	Gravel Road	\$18,883.00
821Ft .12M							
OLIVE AVE	CRA			7		1756Ft .33M	\$40,388.00
ORANGE ST	CRA	2020		9		935Ft .18M	\$21,505.00
OTTER CT	Non-CRA			7		585Ft .11M	\$13,455.00
OTTERS POND RD	Non-CRA			8		1284Ft .25M	\$29,532.00

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OTTERS VIEW CT	Non-CRA			8		636Ft .12M	\$14,628.00
PAGODA RD	CRA			7		623Ft .12M	\$14,329.00
PALM ST	CRA	2015		6		1710Ft .32M	\$39,330.00
PARK AVE	CRA	2009		7		877Ft .17M	\$20,171.00
PASO ALLEY	CRA	2022		10		426Ft .08M	\$9,798.00
PATRICIA AVE	CRA			9		953Ft .18M	\$21,919.00
PENNSYLVANIA AVE	CRA	2017		7	Palm St to 25A done 2022 rated 10	2017 Beam St to Palm St	\$72,680.00
repaved. 3160Ft .60M							
PHOENIX AVE	CRA			6		980Ft .19M	\$22,540.00
PLUMOSA AVE	CRA	2019		7		981Ft .19M	\$22,563.00
POINSETTIA AVE	CRA	2018		8		5622Ft 1.06M	\$129,306.00
RAILROAD ST	CRA			gravel		Gravel Road	\$6,877.00
299Ft .06M							
RIDGEWIND CT	Non-CRA	2022		10		Cul-de-sac repaved 2019	\$8,510.00
370Ft .07M							
RIDGEWOOD DR	CRA	2019		8		204Ft .04M	\$4,692.00
ROSE AVE	CRA	2015		7		2626Ft .50M	\$60,398.00
RUSER-URY AVE	CRA			8		481Ft .09M	\$11,063.00
SEAGLE ST	CRA	2007		7		457Ft .09M	\$10,511.00

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SEMINOLE AVE	CRA	2022		gravel	new millings laid 2022	Gravel Road	\$38,479.00
1673Ft .32M							
SHILOH ST	CRA	2018		8		2973Ft .56M	\$68,379.00
SMITH ST	CRA	2019		8		631Ft .12M	\$14,513.00
SOUTHERN DR	CRA	2014		8		252Ft .05M	\$5,796.00
SUNNY CT	CRA			8	2 spots that will need repaired	984Ft .19M	\$22,632.00
SUNSET WAY	CRA			gravel		Gravel Road	\$23,759.00
1033Ft .20M							
THOMAS ST	CRA		2023	5		706Ft .13M	\$16,238.00
TOMMY LN	CRA			dirt		Dirt Road	\$20,217.00
879Ft .17M							
TROPIC CR	CRA		2023	5		1126Ft .21M	\$25,898.00
N VALLEY RD	CRA			6		1700Ft .32M	\$39,100.00
S VALLEY RD	CRA			6		1328Ft .25M	\$30,544.00
VICTORIA AVE	CRA			10		436Ft .08M	\$10,028.00
N VILLA AVE	CRA	2009		8		1310Ft .25M	\$30,130.00
S VILLA AVE	CRA	2009		7		852Ft .16M	\$19,596.00
VILLAGE CT	CRA			9		Cul-de-sac repaved 2011	\$8,303.00
361Ft .07M							
WILLARD AVE	CRA	2014		8		2061Ft .39M	\$47,403.00

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WILLIAM DR	CRA		2023	5		Cul-de-sac repaved 2014	\$14,582.00
25A Approach repaved 2020. 634Ft .12M							
WINGSPREAD DR	Non-CRA			7	Needs repair of front entrance	1233Ft .23M	\$28,359.00
WOOD DUCK LANE	Non-CRA			10		436Ft .08M	\$10,028.00
						<b>TOTAL:</b>	<b>\$3,140,374.00</b>



CITY OF FRUITLAND PARK  
CRA AGENDA ITEM SUMMARY SHEET  
Item Number: 5

**ITEM TITLE:** Public Comments

**MEETING DATE:** Thursday, January 26, 2023

**DATE SUBMITTED:** Thursday, January 17, 2023

**SUBMITTED BY:** City Clerk

**BRIEF NARRATIVE:** **Item Description:** This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the community redevelopment agency at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the CRA. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the CRA addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

**FUNDS BUDGETED:** None

**ATTACHMENTS:** None

**RECOMMENDATION:** None

**ACTION:** None