



**AKCA
INC.**

The Pavement Marking Company

4603 Reece Road
Plant City, FL 33566
(813) 752-4471 Office
(813) 752-2357 Fax

November 7, 2011

SUMTER COUNTY BOCC
910 N. MAIN STREET, ROOM 201
BUSHNELL, FL 33513-6146
ATTN: ESLIE OXENDINE
RE: BID# ITB123-0-2008/CK

DEAR ESLIE,

AKCA INC. AGREES TO EXTEND THE ABOVE REFERENCED CONTRACT FOR AN ADDITIONAL THREE MONTHS PAST THE DECEMBER 23RD CONTRACT END DATE UNDER THE SAME TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT.

SINCERELY,

JOEL SWITCH
ESTIMATOR

Fausnight

STRIPE & LINE, INC.

November 3, 2011

Mr. Eslie Oxendine
Sumter County Public Works
319 E. Anderson Ave
Bushnell, FL 33513-6152

RE: 2008 Pavement Marking Contract

Dear Mr. Oxendine,

We are willing to extend the current contract for three months beyond the December 23, 2011 expiration date with all the same contract terms and conditions to remain in full effect.

Please let me know if you have any concerns.

Sincerely,



Phillip J. Fausnight
President

REQUEST FOR BIDS

 <p align="center">SUMTER COUNTY, FLORIDA COUNTY ADMINISTRATION OFFICE</p>	<p>BID NO: ISSUE DATE: CONTACT INFORMATION: Jessica Douglas PHONE NO: 352.793.0200 FAX NO: 352.793.0207 EMAIL: Jessica.Douglas@sumtercountyfl.gov</p>
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<p>SUBMIT BIDS PRIOR TO: CLOSING DATE: August XX, 2008 CLOSING TIME: 1:00 P.M.</p>	<p align="center">SUBMIT TO:</p> <p>BOARD OF SUMTER COUNTY COMMISSIONERS ATTN: Jessica Douglas 910 NORTH MAIN STREET, SUITE #201 BUSHNELL, FLORIDA 33513 FAX / E-Mail not accepted</p>
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2008 PAVEMENT MARKING CONTRACT

This request is intended to place under contract a firm or firms who can construct either new pavement markings or remark existing pavement markings for the Sumter Board of County Commissioners. It is intended that the majority of the work will be performed on County maintained roadways. However, there may be a need to construct new pavement markings or remark existing pavement markings on paved surfaces within County owned and maintained facilities. These paved areas may include parking lots, internal park roadways, bicycle or walking trails, etc.

Ideally it is desired to contract with only one firm. But with level of specialization occurring in the contractor environment firms who perform "long line" work do not generally wish to perform "hand work". Therefore, the County will evaluate the unit prices submitted and decide to award contracts to either the lowest bidder or bidders.

NON-RESPONSE REPLY

If you do not want to respond to this RSQ at this time or would like to be removed from the Bidder's List, please mark the appropriate space and return this sheet only.

- Not interested at this time; please keep our firm on your Bidder's List for future requests for this service.
- Please remove our firm from your Bidder's List for this type of service.

The respondent hereby agrees to furnish the services pursuant to all requirements, specifications, and scope of services contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her response. By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.

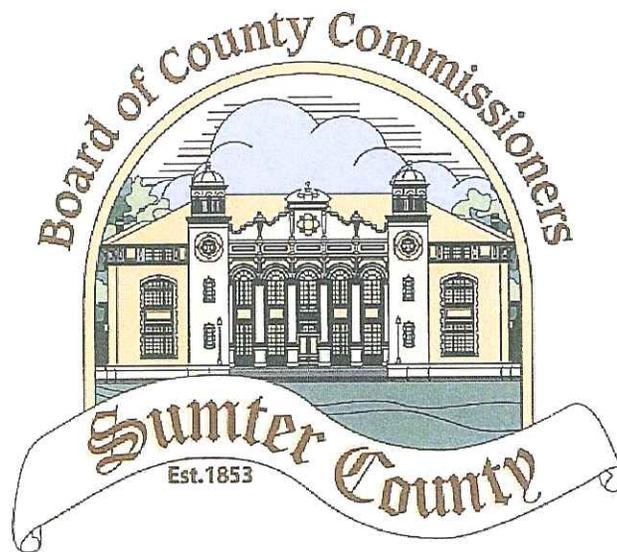
THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD

COMPANY NAME:		DATE:
MAILING ADDRESS:		PHONE: FAX:
CITY:	STATE:	ZIP:
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:	
E-MAIL:	WEB URL:	
AUTHORIZED SIGNATURE:	PRINTED NAME:	

OFFICIAL BID FORM, PROPOSAL AND SPECIFICATIONS

FOR

Sumter County Public Works



2008 PAVEMENT MARKING

CONTRACT

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BID FORMS Attached (11 Pages)

ADVERTISEMENT FOR BIDS

Advertisement of Bids from the Board of County Commissioners of Sumter County, Florida, for the "2008 Pavement Marking Contract" for either new pavement markings or the re-marking of existing pavement markings. It is intended that the majority of the work will be performed on County maintained roadways. However, there may be a need to construct new pavement markings or remark existing pavement markings on paved surfaces within County owned and maintained facilities. These paved areas may include parking lots, internal facility roadways, bicycle or walking trails, etc.

Ideally it is the desired to contract with only one firm. However, with level of specialization occurring in the contractor environment, firms who perform "long line" work do not generally wish to perform "hand work". Therefore, the County will evaluate the unit prices submitted on the Bid Forms and decide to award contracts to either the lowest bidder or bidders on those sites directed by the Director of Public Works, as may be determined during the initial contract period (365 calendar days). The contract shall be in force for one (1) year with the option for two - one year extensions, subsequent to the mutual approval by the OWNER and the FIRM. The work may consist of any bid item(s) listed on the Bid Form within Sumter County. Respondents shall take notice that the successful FIRM(S) is/are not guaranteed work under this request for bids.

Notice is hereby given that Sealed Bids will be received by the Board of County Commissioners in Sumter County, ATTN: Jessica Douglas; 910 NORTH MAIN STREET, SUITE #201 BUSHNELL, FLORIDA 33513 until August [REDACTED], 2008 at 1:00 pm (Eastern Standard Time).

Bids will be opened by County staff, at 910 NORTH MAIN STREET, SUITE #142 BUSHNELL, FLORIDA 33513 on August [REDACTED], 2008 at 2:00 pm (Eastern Standard Time) and the review committee recommendations will be presented to Sumter County Board of County Commissioners at their regular scheduled meeting.

All bidders shall be pre-qualified by the Florida Department of Transportation for pavement markings.

The Bid Package shall be clearly marked: SEALED BID - 2008 PAVEMENT MARKING CONTRACT from Firms interested in providing pavement marking services to Sumter County Board of County Commissioners (BOCC).

Bids will not be valid unless sealed in an envelope and marked SEALED BID - 2008 PAVEMENT MARKING CONTRACT and identified by the name of the firm bidding, name of project, and date and time of bid opening.

The sealed bids must be delivered or mailed to the Office of the County Administrator at the following address: 910 NORTH MAIN STREET, SUITE #201 BUSHNELL, FLORIDA 33513.

The county reserves the right to waive irregularities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be for the best interest of Sumter County.

INSTRUCTION TO BIDDERS

Careful consideration of the bid line items and specifications covering this proposal is requested prior to the preparation of your bid.

Any questions relating to this Bid Request *must be submitted in writing* to:

Ms. Jessica Douglas fax (352) 793-0207 or email Jessica.Douglas@sumtercountyfl.gov.

The deadline for submission of questions relating to this Bid Request shall be August 14, 2008 at 1:00pm EST. All questions that have been submitted in writing, prior to the deadline, will be compiled and answered in writing.

The County will post any revisions (amendments) to this Bid Request on "Demandstar" (<http://www.demandstar.com>).

You must acknowledge each amendment in your proposal. Failure to acknowledge each amendment may prevent your proposal from being considered for award. It is solely your responsibility to ensure that you have received all amendments to this Bid Request before submitting your proposal.

A proposal will be considered irregular and may be rejected if it shows omissions, alterations of form, additions not called for, conditional or unauthorized alternate bids, irregularities of any kind, and if the line item prices are obviously unbalanced.

Proposals will be listed as "Irregular" and will not be considered in the tabulation of bids if they are incomplete in any of the following forms at the time the proposals are removed from sealed envelopes at bid openings:

1. All pay items shall have a bid amount submitted. If the firm does not desire to submit a bid for a specific pay item please indicate by so by stating "No Bid" / "\$0" in the applicable columns on the bid form.
2. Completed "Bid Forms" must be submitted along with the bid proposal.
3. Each page of the bid form must be dated and have the name of the firm.
4. A representative of the firm bidding must initial any changes in unit price should a revision be necessary.
5. Proposals must be signed in the space provided by a representative of the firm bidding.
6. Only one PROPOSAL from an individual, firm, partnership, or corporation under the same or different names will be considered.

INFORMATION FOR PROSPECTIVE BIDDERS

1. Bids will be opened by County staff, at 910 NORTH MAIN STREET, SUITE #142 BUSHNELL, FLORIDA 33513 on August [REDACTED], 2008 at 2:00 pm (Eastern Standard Time) and the review committee recommendations will be presented to Sumter County Board of County Commissioners at their regular scheduled meeting.
2. Description of Work: The contractor shall perform the work described in the attachments, in accordance with the contract documents and all applicable specifications for roadway and traffic standards for each line item bid.
3. Contract Sum or Agreed Payment to Contractor: The County agrees to pay the contractor for the work described at the rates as set forth in the bid attached based upon invoices submitted to County and pursuant to Part VII of Chapter 218, F.S. upon satisfactory completion and acceptance of the work.
4. Duties of Contractor: The contractor's duties in connection with the project herein are as follows:
 - (a) Responsibility for and Supervision of Construction. The contractor shall be solely responsible for all work under this contract, including the techniques, sequences, procedures, and means and for coordination of all work.
 - (b) Furnishing of Labor, Materials, Etc. The contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents. Contractor shall furnish to County the names and addresses of all subcontractors, laborers, and materialmen utilized on the contract work.
 - (c) Compliance with Construction Laws and Regulations. The contractor shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the County promptly on discovery of such variance.
5. Correcting Work: When determined by the County during the course of construction that any work does not conform to the provisions of the contract documents, the contractor shall make necessary corrections so that such work will so conform at no additional cost to the County.
6. Litigation and Attorneys' Fees: In the event of default by either party hereto, the defaulting party shall be liable for all costs, and expenses, including a reasonable attorney's fee, incurred by the other party and enforcing its right hereunder, whether litigation be instituted or not, and at the trial court and appellate court level. This provision shall not be construed as a waiver of sovereign immunity of Sumter County. Contractor does hereby specifically waive its "venue privilege" and or "diversity of citizenship privileges" and agrees specifically that any action for the enforcement, construction, or interpretation of this agreement shall be maintained in the County or Circuit Court for Sumter County, Florida, and Contractor hereby specifically waives its right to institute any action of any kind or nature whatsoever against the board in any other State of Federal Court or administrative tribunal.
7. It is intended that the majority of the work undertaken with the "2008 Pavement Marking Contract" will be performed on County maintained roadways. However, there may be a need to construct new pavement markings or remark existing pavement markings on paved surfaces within County owned and maintained facilities. These paved areas may include parking lots, internal facility roadways, bicycle or walking trails, etc.
8. Eligibility of Bidders: All Bidders shall be pre-qualified by the Florida Department of Transportation for pavement markings.
9. Bidders Delinquent on Other Contracts: No bid will be accepted from any person or firm who is currently delinquent on outstanding contracts with any party unless, due to mitigating circumstances, and upon formal request by the prospective bidder, the Board may see fit to extend written authorization to bid.
10. Right to Reject Bids: The Board reserves the right to reject any or all bids with or without cause and/or to accept the bid that in its judgment will be for the best interest of Sumter County, whether it be the low bid or not.
11. Waiver of Technical Flaws in Bid: The Board reserves the right to waive technical flaws or minor deficiencies in the preparation of the bid, wherever such technicality is obviously to the best interest of the County.
12. Bid Forms and Submission: Notice is hereby given that Sealed Bids will be received by the Board of County Commissioners in Sumter County, ATTN: Jessica Douglas; 910 NORTH MAIN STREET, SUITE #201 BUSHNELL, FLORIDA 33513 until August [REDACTED], 2008 at 1:00 pm (Eastern Standard Time).
13. No responsibility will attach to the Board Bid Officer in the event of premature opening of a bid not properly addressed and identified.

14. Listing of Contract Documents: The several documents covering this contract (in addition to the Advertisement, this Information of Prospective Bidders, and the Instruction to Bidders) consist of the Proposal and Contract Forms, the Standard Specifications of the Florida Department of Transportation (2007 Edition), the "Roadway and Traffic Design Standards" of the Florida Department of Transportation and the "Manual of Uniform Traffic Control Devices" of the U.S. Department of Transportation.
15. All such documents are available for inspection by bonafide prospective bidders, at the County Commissions Office, 910 NORTH MAIN STREET, SUITE #201 BUSHNELL, FLORIDA 33513 from 8:30 A.M. to 5:00 P.M.
16. Deadline for Receipt of Bids: Bids received prior to the hour of opening will be kept securely unopened. The officer whose duty it is to open the bids will designate when the specified hour has arrived and no bid received thereafter will be accepted or considered. Telegraphic bids will not be given consideration; however, telegraphic modifications of bids already received will be given due consideration if received in sufficient time prior to the hour set for opening.
17. Subcontracts: Contractors will be permitted to sublet work under this contract in accordance with the amounts and provisions as specified in Article 8 of the FDOT Standard Specifications. No work shall be subcontracted until written approval for such (including approval of the subcontractor) has been received from the Board. **The contractor will, in all cases be fully responsible and liable for all work and operations performed by any of his subcontractors.**
18. Time for Completion of Work: All work under this contract shall be completed within 35 calendar days from the date of notice, within 365 calendar days from the date of beginning of contract time as stated in proposal.
19. Licenses and Permits: All licenses and permits as are required for any of the operations under this contract must be procured by the contractor and all such operations will be subject to the regulations established by the issuing agency.
20. The Contractor will provide the Maintenance of Traffic for all his construction operations during daylight hours only and only daylight operations will be allowed.
This item of work shall comply with Section 102 of the 2007 Florida Dept. of Transportation Standard Specifications for Road & Bridge Construction and the FDOT Manual on "Traffic Control and Safe Practices".
21. The work specified consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term, Maintenance of Traffic, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance.
22. The Resident County Inspector has the authority to cause the Contractor to comply, correct, modify, and/or revise his Maintenance of Traffic plan during the duration of the contract. If the Contractor does not promptly correct, modify, and/or revise unsafe conditions as pointed out by the Resident County Inspector, the construction operations will be shut down by the County's Inspector until those unsafe conditions are corrected, modified and/or revised. Costs are to be included in the various unit prices.

THE CONTRACTOR IS RESPONSIBLE FOR THE HOUSING AND SAFETY OF HIS PERSONNEL, EQUIPMENT AND THE PUBLIC AT ALL TIMES FOR THE DURATION OF THIS CONTRACT.

23. The contract shall be in force for one (1) year with the option for two - one year (365 calendar days) extension(s) subsequent to the mutual approval by the OWNER and the FIRM.
24. All Bid Unit prices shall be effective for the contract period which is 365 calendar days.
25. The firm at the request of the Owner shall submit new unit prices (if needed) to facilitate the optional contract extensions.

SPECIAL PROVISIONS

SP-1 SCOPE OF WORK:

The work to be done under these specifications shall include the furnishing and installation of all materials, layout (if necessary), labor, equipment, supervision, appurtenances and all else incidental therefore and necessary to construct pavement markings as shown in the plans and/or on an as needed basis at the direction of the Sumter County Director of Public Works or his authorized agent. Where not specified herein all work and payment for same conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction", 2007 Edition, "Roadway and Traffic Design Standards" by the Florida Department of Transportation and the "Manual of Uniform Traffic Control Devices" by the U.S. Department of Transportation. The intent of this contract is to provide for the construction and completion in every detail of the work described in the contract.

SP 2 WORK ORDERS:

The Contractor shall be notified of work by means of an individual task specific Work Order issued by the Public Works Director. Quantities, estimated cost and a specific scope of work will be included with the Work Order.

SP 3 COMMENCEMENT OF WORK:

The Contractor shall commence work within 35 calendar days from the date of the work order unless the Public Works Director approves a time extension. Time extensions shall be considered for only inclement weather, temperature and other acts of god.

SP-4 CONSTRUCTION STAKES AND MARKERS:

The contractor will furnish all field parties, stakes and other materials or labor necessary to properly construct the work in accordance with the plans. It shall be the Contractor's responsibility to re-establish the field locations and length of any "No Passing" zones. "No Passing" zones shall be established in accordance with Section 3B-3, 3B-4 and 3B-5 of the "Manual on Uniform Traffic Control Devices." The Contractor's proposed method of re-establishing "No Passing" zones must be approved in advance of construction by the County. The costs of such materials and labor for survey work will not be a separate pay item but shall be included in the contract prices for the various scheduled items.

SP-5 CONSTRUCTION REQUIREMENTS:

1. No work shall commence without the appropriate maintenance of traffic in place.
2. Limits of installation for raised retro-reflection pavement markers (RPM's) shall be as directed by the County Inspector. The County inspector will field verify with the Contractor the type and approximate limits of the RPM's to be installed on all work orders.
3. All areas to receive new pavement markings shall be cleaned prior to marking and the costs for such cleaning will not be a separate pay item but shall be included in the contract unit prices for the various scheduled items.
4. All new pavement are to match and blend with the existing pavement markings where required.
5. The following indexes from the FDOT "Roadway and Traffic Design Standards" shall be used for this contract:

<u>Index No.</u>	<u>Description</u>
17346	Special Marking Areas
17352	Typical Placement of Reflective Pavement Markers

SP-6 PAY ITEM NOTES:

1. No separate payment shall be made for mobilization. Mobilization costs are to be included in the contract unit prices.
2. All Maintenance of Traffic costs are to be included in the various contract unit prices for either thermoplastic or paint pavement markings.
3. Invoices shall be submitted subsequent to receiving written notification from the Resident County Inspector that the work has been approved.
4. Payment shall be on a work order basis.

BID PROPOSAL

(name)

(address)

FOR

Submitted _____, 2008
(Date)

TO THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS:

We, the undersigned, hereby declare that no person, firm or corporation, other than the undersigned, are interested in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, (our Affidavit of Non Collusion is attached to this proposal) and we have carefully and to our full satisfaction examined the form of Contract, together with the Plans and with the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, 2007 Edition, - Special Provisions and that we have made a full examination of the location of the work and the sources of supply and materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Plans, the Specifications and the requirements under them, for the "2008 Pavement Marking Contract " within the time limit specified in this proposal, for the following unit prices, to wit:

SCHEDULE OF PRICES BID

See Attached Bid Form(s)

Bidder acknowledges receipt of the following addendum:

Addendum # _____ Date: _____, 2008 Addendum # _____ Date: _____, 2008

Addendum # _____ Date: _____, 2008 Addendum # _____ Date: _____, 2008

Addendum # _____ Date: _____, 2008 Addendum # _____ Date: _____, 2008

Addendum # _____ Date: _____, 2008 Addendum # _____ Date: _____, 2008

BID PROPOSAL

The undersigned further agrees to execute the Contract within 10 calendar days after the date on which the notice of award has been given, and to fully complete all necessary work under the same within not more than 365 calendar days. It is understood and agreed that the date on which Calendar Days will begin to be charged to the project shall be either (1) the tenth (10th) calendar day from the date of said execution of contract or (2) the date on which the Contractor actually begins work.

We, the undersigned, propose to use the following Subcontractors (depending upon final approval by the Board of County Commissioners):

The undersigned further agrees to bear the full cost of maintaining all work until the final acceptance, as provided in the Specifications.

FIRM: _____ ATTEST: _____
BY: _____ DATE: _____
TITLE: _____

(Place Contractor's Corporate Seal)

AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA

COUNTY OF _____

_____, being first duly sworn, deposes and says that he (it) is the bidder in the above bid, for the "2008 Pavement Marking Contract" that the only person or persons interested in said bid are named therein that no officer, employee or agent of Sumter County or of any other bidder is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant: _____ Title: _____

Sworn and subscribed to before me this _____ day of _____ 200__, in the State of Florida, County of _____.

Attest: _____
Notary Public

My Commission Expires: _____

(Notary Seal)

*NOTICE: State name of Bidder followed by name of authorized individual (and title) who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order}

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
{name of individual signing}
after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

Attest: _____
Notary Public

My commission expires: _____

(Notary Seal)

CONTRACT

This contract, made this ____ day of _____, 200__, between the Sumter County Board of County Commissioners, hereinafter called the party of the first part and _____ of _____ or his, its, or their successors, executors, administrators and assigns, hereinafter called the party of the second part:

WITNESSETH: That the said party of the second part agrees with the said party of the first part, for the consideration herein mentioned and at his, its, or their own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies and labor necessary to carry out this agreement in the manner and to the full extent as set forth in the Proposal and the Standard Specifications for Road and Bridge Construction of the Florida Department of Transportation, 2007 Edition and Supplements, all of which are hereby adopted and made part of this agreement as completely as if incorporated herein, and to the satisfaction of the duly authorized representatives of the Sumter County Board of County Commissioners, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be done under the agreement.

It is agreed that the work to be done under this contract is to construct all work as set forth in this contract for the "2008 Pavement Marking Contract", as shown by the attached proposal, and standard specifications, and any addenda thereto _____.

Also the party of the second part agrees to the following Insurance and Indemnification provisions:

1. Insurance – The contractor shall purchase and maintain comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from contractor's performance of the work and contractor's other obligations under the contract documents, whether such performance is by contractor, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under worker's compensation;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of contractor's employees;
 - c. Claims for damages because of bodily injury, sickness or disease or death of any person other than contractor's employees;
 - d. Claims for damages insured by personal injury liability coverage which are sustained by:
 - (1) any person as a result of offense directly or indirectly related to the employment of such person by contractor or;
 - (2) by any other person for any other reason;
 - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom and;
 - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of motor vehicle.

The insurance required by this paragraph shall include the specific coverage and be written for not less than \$1,000,000 (million dollar umbrella). The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Sumter County. All such insurance shall remain in effect until final payment under this contract and at all times thereafter when contractor may be correcting, removing or replacing defective work in accordance with all provisions of this contract or the bid specifications. In addition, contractor shall maintain such completed operations insurance for at least two years after final payment and furnish Sumter County with evidence of continuation of such insurance at final payment and one year thereafter.

The comprehensive general liability insurance required by this paragraph will include contractual liability insurance applicable to the contractor's obligations under the indemnification provision set forth below.

2. Indemnification – To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Sumter County and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damages, loss or expense:
- a. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and:
 - b. is caused in whole or in part by any negligent act or omission of contractor, any sub-contractor, or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

In any and all claims against Sumter County or any of their agents or employees by any employees of contractor, any sub-contractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for contractor or any sub-contractor under worker’s compensation acts or other employee benefit acts.

In consideration of the foregoing premises, the party of the first part agrees to pay the party of the second part for all items of work performed and materials furnished at the unit and lump sum prices and under the conditions set forth in the attached proposal. Contractor shall submit invoice upon completion of project. Invoice shall be broken down by cost for work performed at each location pursuant to the provisions of the Local Government Prompt Payment Act, Fla. Stat. Chap 218. Said invoice shall be subject to audit by the Sumter County Director of Public Works prior to submission to the Clerk and Auditor to the Board for final payment.

In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including a reasonable attorney’s fee, incurred by the other party and enforcing its rights hereunder, whether litigation be instituted or not, and at the trial court and appellate court level. Contractor does hereby specifically waive its “venue privilege” and or “diversity of citizenship privileges” and agrees specifically that any action for the enforcement, construction, or interpretation of this agreement shall be maintained in the County or Circuit Court for Sumter County, Florida, and Contractor hereby specifically waives its right to institute any action of any kind or nature whatsoever against the board in any other state or Federal Court or administrative tribunal.

IN WITNESS WHEREOF, the party of the first part has hereunto subscribed by the Sumter County Board of County Commissioners, and party of the second part has affixed his, its, or their name or names and seal, the date aforesaid

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Chairman of the Board

Attest: _____

Deputy Clerk

CONTRACTOR

Contractor

(Place Contractor’s Corporate Seal)

President

Attest: _____

Notary Public

My Commission Expires: _____

(Notary Seal)

NOTICE OF AWARD

TO: _____

Project Description: **2008 Pavement Marking Contract**

The OWNER has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated _____.

You are hereby notified that your BID has been accepted for the unit prices for the listed items in the BID PROPOSAL.

You are required by the Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 200__.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this
_____ day of _____, 200__.

By: _____ Title: _____

NOTICE TO PROCEED

To: _____ Date: _____

Project: **2008 Pavement Marking Contract**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 200__, on or before _____, 200__, and you are to complete the WORK within 365 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 200__

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this _____ day of _____, 200__.

Mr. Gary Kuhl, P.E., Director
Sumter County Public Works Division

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON PARTIAL PAYMENT
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the progress payment in the amount of \$ _____ and conditioned upon payment of check number _____ issued to the undersigned by _____ in said amount, waives and releases its lien and right to claim a lien for labor, services or materials furnished to Sumter County Board of County Commissioners on the job of (owner property) _____ to the following described property:

2008 Pavement Marking Contract

Dated on _____, 200__

Lienor's Name _____

Address _____

By _____

Printed Name _____

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**CONDITIONAL WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(PAYMENT BY CHECK)**

The undersigned lienor, in consideration of the progress payment in the amount of \$ _____ and conditioned upon payment of check number _____ issued to the undersigned by _____ in said amount, waives and releases its lien and right to claim a lien for labor, services or materials furnished to Sumter County Board of County Commissioners on the job of (owner property) _____ to the following described property:

2008 Pavement Marking Contract

Dated on _____, 200_____

Lienor's Name _____

Address _____

By _____

Printed Name _____

NOTE: This is a statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may require a lienor to furnish a waiver or release of lien that is different from the statutory form.