

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA,
STAHL FAUST IMMOBILIEN, LLC, AND
AGRICULTURAL FUELS CORP.
FOR
MASS GRADING AT SOUTH LAKE REGIONAL PARK
RFP #18-0205**

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 Stahl Faust Immobilien, LLC, a Florida corporation, its successors and assigns, and Agricultural Fuels Corp., a Florida corporation, its successors and assigns (collectively referred to as the CONTRACTORS).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #18-0205 seeking firms or individuals qualified to provide mass grading at South Lake Regional Park; and

WHEREAS, the CONTRACTORS desire to perform such services subject to the terms of this Agreement; and

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

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

Article 1. Recitals

1.1 The above recitals are true and correct and incorporated in this Agreement.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONTRACTORS to provide mass grading at South Lake Regional Park (the Service).

Article 3. Scope of Professional Services

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

3.2 The term of this Agreement is as follows:

The parties acknowledge that this is a project specific agreement and that the single Service must be completed by the CONTRACTORS no later than the later of **seven hundred sixty (760) calendar days**

after the date this Agreement is fully executed by the parties or **seven hundred thirty (730) calendar days** after the Notice to Proceed is issued. This Agreement will remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY. The terms and conditions of this Agreement will remain in effect until completion of the expressed and implied warranty periods.

All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTORS except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTORS. In these cases, the CONTRACTORS 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. No additional days will be granted for rain delays.

3.3 The CONTRACTORS will be solely responsible for obtaining all necessary approvals and permits to complete the Service.

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

3.5 In the event of any conflict between any drawings and specifications contained within this Agreement, addenda will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior to addenda only to the extent specified in subsequent addenda.

3.6 The CONTRACTORS shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the CONTRACTORS during the term of this Agreement.

The CONTRACTORS 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 4. Payment

4.1 The CONTRACTORS shall perform the Service without charge to the COUNTY. As such, the COUNTY is not required to make any payments to the CONTRACTORS for the Service.

Article 5. County Responsibilities

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

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

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

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

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no cost to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTORS may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTORS shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

6.2 Errors and Omissions. The CONTRACTORS shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTORS shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTORS know or should have known of any error or omission and failed to provide such

notification, the CONTRACTORS will be deemed to have waived any claim for increased time or compensation the CONTRACTORS may have had and the CONTRACTORS will be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

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

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTORS fail to remove such person or persons, the COUNTY may suspend the work until such orders are complied with.

C. The CONTRACTORS shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to promptly supply any materials, tools, equipment, labor and incidentals which may be required. Such superintendent must be furnished regardless of the amount of work sublet. The CONTRACTORS' superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

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

E. The CONTRACTORS shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTORS will ensure that all workers employed for that particular Service, whether employed by the CONTRACTORS or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY's normal working hours with the COUNTY's Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTORS shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

F. If required by the COUNTY for the Service, the CONTRACTORS shall provide the COUNTY's Project Manager (the person managing the specific Service from the Office of Parks and Trails) with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTORS that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTORS are hired at any time during the contract period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below must be supplied in one (1) PDF attachment that must be titled with the company's name,

the person's name, and the person's birthdate. Example: ACME Plumbing - John H. Smith - 10/10/96. The documentation must include the following:

1. Full name
2. Address
3. Email address
4. Telephone number
5. Copy of driver's license/State of Florida identification card/valid passport/valid work visa
6. A current, clear, color photo (head shot) taken with a plain background.
7. Building names and addresses of the facilities where the individual will be working
8. Any additional information that may be requested by the Lake County Sheriff's Office

The CONTRACTORS hereby confirm that any of the CONTRACTORS personnel or subcontractor personnel so employed under this Agreement will have successfully completed an initial, and subsequent annual, certified background check, completed by the CONTRACTORS at no cost to the COUNTY. The COUNTY retains the right to request and review any associated records with or without cause, and to require replacement of any of the CONTRACTORS' employees found in violation of this requirement. The CONTRACTORS shall indemnify the COUNTY in full for any adverse act of any personnel in violation of this provision.

6.4 Subcontractors.

A. In the event that the CONTRACTORS needs or desires to hire a subcontractor or subcontractors to complete the work being assigned, prior approval from the Project Manager must be obtained. Within five (5) calendar days after the award of any subcontract, the CONTRACTORS shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

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

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

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

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

6.6 Emergencies. If required by the Scope of Services, the CONTRACTORS must have a responsible person available at, or reasonably near, the Service 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 CONTRACTORS' responsible person for supervision

of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTORS shall submit to the COUNTY's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTORS, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. The CONTRACTORS shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTORS believe that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTORS fail to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTORS will be deemed to have waived any right it otherwise may have had to seek an extension to the time to complete the Service.

6.7 Safety.

A.

The CONTRACTORS shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTORS shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTORS shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the CONTRACTORS.

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

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTORS on the jobsite must be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTORS will be notified immediately. The CONTRACTORS shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTORS to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

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

F. The CONTRACTORS shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTORS shall remove all surplus material and debris from the Service site at the end of each work day. The CONTRACTORS shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County. The CONTRACTORS must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time may the CONTRACTORS use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTORS shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager.

H. The CONTRACTORS shall confine all equipment, materials and operations to the Service site and areas identified in the contract documents. The CONTRACTORS shall assume all responsibility for any damage to any such area resulting from the performance of the work.

I. The CONTRACTORS are responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTORS shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by the CONTRACTORS will be the sole responsibility of the CONTRACTORS and the COUNTY will share no responsibility of these costs. The CONTRACTORS shall provide a copy of the complete report showing compliance with local, State, and Federal agencies to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of the CONTRACTORS to immediately contact the COUNTY with a description and location of the condition. The MSDS must include the following information:

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

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

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

6.9 General Inspection Requirements.

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

B. The CONTRACTORS shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTORS shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTORS shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at the CONTRACTORS' expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

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

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTORS notice of the defect, which notice may be confirmed in writing. The CONTRACTORS will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTORS fail to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the CONTRACTORS at the CONTRACTORS' expense or terminating this Agreement.

E. Should the CONTRACTORS fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTORS' expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTORS. A change order will be issued, incorporating the necessary revisions to the contract documents. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTORS' defective work and additional compensation due the COUNTY. The CONTRACTORS will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY's rights and remedies under this Agreement. If the CONTRACTORS fail to honor the change order, the COUNTY may terminate this Agreement for default.

F. All work performed and all materials furnished must be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY's Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY's Project Manager will then make a determination if the work will be accepted and remain in place.

6.10 Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTORS are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTORS at the CONTRACTORS' expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTORS to replace the materials at the CONTRACTORS' expense.

B. Materials must be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, must not be used for the Service, and must be removed from the site by the CONTRACTORS at the CONTRACTORS' expense. Until incorporated into the work, materials will be the sole responsibility of the CONTRACTORS and the CONTRACTORS will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTORS shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris must be removed from the premises by the CONTRACTORS at the end of each workday and disposed of in an appropriate manner.

6.11 Time for Completion and Extensions.

A. Purchase orders will be issued for Services to the CONTRACTORS. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written Notice to Proceed is required for the CONTRACTORS to schedule or begin work. Email notice is acceptable.

B. The CONTRACTORS shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTORS' work with the work of other contractors so that the CONTRACTORS' work or the work

of others will not be delayed or impaired. The CONTRACTORS will be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in Article 3.2 above.

C. Should the CONTRACTORS be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTORS, and not due to the CONTRACTORS' fault or neglect, the CONTRACTORS shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the CONTRACTORS may have had to request a time extension.

D. If the CONTRACTORS comply with the twenty-four (24) hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTORS shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTORS' construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.12 Liquidated Damages. The COUNTY may charge the CONTRACTORS **Two Hundred and 00/100 Dollars (\$200.00)** for each business day beyond the later of **seven hundred sixty (760) calendar days** after the date this Agreement is fully executed by the parties or **seven hundred thirty (730) calendar days** from the date that the Notice to Proceed is issued.

6.13 Acceptance of the Work. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTORS and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in accord with the specifications and of the highest quality.

A. **Final Inspection.** When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection must be completed within five (5) business days of receipt of notification from the CONTRACTORS that the Service is ready. The COUNTY shall notify the CONTRACTORS if necessary of any deficiencies with the Service, and the CONTRACTORS shall correct all deficiencies before final acceptance is provided.

B. **Maintenance of Work.** The CONTRACTORS shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance must be maintained until final acceptance by the COUNTY.

C. **Final Acceptance.** When the Service or any portion of the Service, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final acceptance will be provided. The CONTRACTORS will have ten (10) calendar days to correct all deficiencies. An eighty dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTORS from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTORS will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

When the work provided for under this Agreement has been completely performed by the CONTRACTORS, and the final inspection has been made by the COUNTY, a final report will be prepared by the CONTRACTORS. Occupancy by the COUNTY alone does not constitute final acceptance.

D. **Waiver of Claims.** The CONTRACTORS' acceptance of the COUNTY's final acceptance will constitute a full waiver of any and all claims by the CONTRACTORS against the COUNTY arising out of the contract or otherwise related to the Service, except those previously made in writing and identified by the CONTRACTORS as unsettled at the time the final report is prepared. Acceptance of the work will not be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTORS or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. **Termination of Contractors' Responsibilities.** This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTORS will then be released from further obligation except as set forth in this Agreement.

6.14 Warranties. All warranties will begin on the date of the COUNTY's acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans or specifications. The CONTRACTORS shall obtain and assign to the COUNTY all express warranties given to the CONTRACTORS or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service. The CONTRACTORS warrant to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTORS further warrant to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTORS are still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

A. If sod is used as part of the Service, it must be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the CONTRACTORS shall treat the affected areas. The process for treating these areas must be approved by the COUNTY. If the sod does not meet any of the required specifications, the CONTRACTORS will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of the CONTRACTORS to ensure that the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established the CONTRACTORS shall replace the sod at no cost to the COUNTY.

B. **Correcting Defects Covered Under Warranty.** The CONTRACTORS shall promptly correct any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTORS of such deficiency in writing. If the CONTRACTORS fail to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTORS in writing that the CONTRACTORS may be debarred as a vendor of the COUNTY, and may become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the

CONTRACTORS fail to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTORS in default of its contract and (b) procure the products or services from another source and charge the CONTRACTORS for any costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.15 Sanitation. If the Service does not involve interior work, the CONTRACTORS shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the COUNTY's Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

6.16 Submittals and Equal Products.

A. Submittals of products required for the Service assigned to the CONTRACTORS under this Agreement, must be supplied to the COUNTY for pre-approval prior to the start of the work. These documents must be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTORS offer an alternate product or service for consideration, such product must be clearly identified by the CONTRACTORS to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTORS clearly indicate in their response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the CONTRACTORS propose to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTORS. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTORS' response. To ensure that sufficient information is available, the CONTRACTORS will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

Article 7. Special Terms and Conditions

7.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon **thirty (30) calendar days'** written notice to either or both of the CONTRACTORS; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the either CONTRACTORS' breach of a material term of this Agreement, but only after the COUNTY has provided the breaching party with **ten (10) calendar days'** written notice for the breaching party to cure

the breach and the breaching party's failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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

7.3 Lead Contractor. The COUNTY and the CONTRACTORS acknowledge Stahl Faust Immobilien, LLC is the lead contractor under this Agreement and Agricultural Fuels Corp. is the subordinate contractor. From the COUNTY'S perspective, this is a distinction without a difference because both CONTRACTORS are equally responsible and either may be terminated by the COUNTY without terminating this Agreement in its entirety. As between the CONTRACTORS however, the distinction is significant. Specifically, Stahl Faust Immobilien, LLC shall have the right to terminate for cause participation in this Agreement by Agricultural Fuels Corp. but, Agricultural Fuels Corp. has no right to terminate the participation of Stahl Faust Immobilien, LLC. If Stahl Faust Immobilien, LLC, does terminate Agricultural Fuels Corp., Stahl Faust Immobilien, LLC shall thereafter be solely responsible for meeting all of the CONTRACTORS' obligations then remaining under this Agreement. The basis and method for termination of Agricultural Fuels Corp. by Stahl Faust Immobilien, LLC are set forth in a separate agreement between them.

7.4 Insurance.

A. The CONTRACTORS shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTORS 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 the CONTRACTORS under the terms and provisions of the Agreement. An original certificate of insurance, indicating that the CONTRACTORS have coverage in accordance with the requirements of this section, must be furnished by the CONTRACTORS to the COUNTY's Project Manager and Procurement Services Director 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 must insure the CONTRACTORS are 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
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(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTORS must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

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

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

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

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

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

D. The CONTRACTORS 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. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must 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 must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions must appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer must reduce or eliminate such self-insured retentions; or the CONTRACTORS will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will 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 will be the sole responsibility of the CONTRACTORS and subcontractor providing such insurance.

I. The CONTRACTORS will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTORS' 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 default.

K. Neither approval by the COUNTY of any insurance supplied by the CONTRACTORS, nor a failure to disapprove that insurance, will relieve the CONTRACTORS of full responsibility of liability, damages, and accidents as set forth in this Agreement.

7.5 Bond. Agricultural Fuels Corp. shall duly execute and deliver to the COUNTY a Performance and Payment Bond in the amount of **One Million and 00/100 Dollars (\$1,000,000.00)**. The Performance and Payment Bond forms supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. The completed forms must be delivered to the COUNTY no later than **fifteen (15) calendar days** after notice of award to the CONTRACTORS. If Agricultural Fuels Corp. fails to deliver the bonds within this specified time, including granted extensions, the COUNTY may declare Agricultural Fuels Corp. in default of this Agreement, and Agricultural Fuels Corp. would be required to surrender any associated offer guaranty/bid bond provided by Agricultural Fuels Corp., and the COUNTY will not accept any offer from Agricultural Fuels Corp. for a twelve (12) month period following such default.

The following specifications will apply to any bond provided:

A. All bonds must be written through surety insurers authorized to do business in the State of Florida as a surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes will apply.

C. For contracts in excess of \$500,000, Section 287.0935, Florida Statutes must be followed and the surety must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers must be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds," published annually. The bond amount must not exceed the underwriting limitations as shown in this circular.

The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

7.6 Indemnity. The CONTRACTORS shall indemnify and hold the COUNTY and its agents, officers, commissioners and employees harmless for any damages resulting from failure of the CONTRACTORS to take out and maintain the above insurance. Additionally, the CONTRACTORS shall indemnify, and hold the COUNTY and its agents, officers, commissioners, and employees, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of the CONTRACTORS, their agents, employees or representatives, in the performance of the CONTRACTORS' duties as set forth in this Agreement.

7.7 Independent Contractors. The CONTRACTORS, 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. The CONTRACTORS will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTORS warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTORS 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 the CONTRACTORS any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

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

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

7.10 Conflict of Interest. The CONTRACTORS agree that they 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, the CONTRACTORS hereby certify that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTORS conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

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

7.12 Accuracy. The CONTRACTORS are responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished under this Agreement. The CONTRACTORS shall, without compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided in this Agreement.

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

7.14 Right to Audit. The COUNTY reserves the right to require the CONTRACTORS to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTORS shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTORS shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for **three (3) complete calendar years** following expiration of the Agreement. The CONTRACTORS agree to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTORS in performance of any work under this Agreement.

7.15 Public Records.

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

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

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTORS 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 the CONTRACTORS do 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 the CONTRACTORS or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTORS transfer all public records to the COUNTY upon completion of the contract, the CONTRACTORS shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTORS keep and maintain public records upon completion of the contract, the CONTRACTORS 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 CONTRACTORS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BARNETT SCHWARTZMAN, AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, P.O. BOX 7800, TAVARES, FL 32778-7800, OR VIA EMAIL AT BSCHWARTZMAN@LAKECOUNTYFL.GOV.

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

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

7.17 Business Hours of Operation. All work performed must be accomplished between the hours of 6:30 A.M. and 4:30 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTORS and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as

outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays will be provided by the COUNTY upon request.

Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTORS request and are approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTORS the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work.

7.18 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTORS 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.

7.19 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 CONTRACTORS during the term of this contract, and the CONTRACTORS will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTORS' operation on the property. In the event the CONTRACTORS fail 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 CONTRACTORS. All items damaged as a result of CONTRACTORS operation 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 CONTRACTORS, at the CONTRACTORS' expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, the CONTRACTORS shall repair or replace any portion of any of the COUNTY's facility, whether interior or exterior, damaged by reason of the CONTRACTORS' operation within the property. In the event the CONTRACTORS fail 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 CONTRACTORS. 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 CONTRACTORS, at the CONTRACTORS' expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

The CONTRACTORS shall re-grade and re-sod any areas that are disturbed by the CONTRACTORS during the course of the work being completed.

7.20 Risk of Loss. The CONTRACTORS assume the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTORS, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTORS 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 CONTRACTORS or a third party.

7.21 Accident Notification. If in the course of completing work as part of this Agreement there is an accident that involves the public, the CONTRACTORS shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTORS shall follow up in writing within two (2) business days

of the incident. If law enforcement was involved and has written a report, the CONTRACTORS shall forward a copy of the report to the COUNTY.

7.22 License. The CONTRACTORS shall remain appropriately licensed throughout the course of the Service. If the CONTRACTORS employ the services of a subcontractor, the CONTRACTORS 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.

7.23 Drawings/Plans. If at any time the CONTRACTORS are supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTORS shall not share, distribute, display, or in any other way transmit a copy of these plans without the consent of the COUNTY. If there is a need to allow another individual to view the plans, a written request (email is allowed) shall be submitted to the COUNTY's Project Manager. A written response (email is allowed) from the COUNTY must be obtained before the plans can be released for viewing.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects will 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 will lie solely in Lake County, Florida. The CONTRACTORS hereby waives their right to a jury trial for any action arising from the Agreement.

8.2 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 of this Agreement.

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

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

8.5 The failure of any party 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 of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

8.6 During the term of this Agreement the CONTRACTORS assure the 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 the CONTRACTORS do not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTORS' employees or applicants for employment. The CONTRACTORS understand and agree that this Agreement is conditioned upon the veracity of this statement of assurance.

8.7 The CONTRACTORS must at all times comply with all Federal, State and local laws, rules and regulations.

8.8 The employees of the CONTRACTORS will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTORS will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTORS to remove any employee it deems unacceptable.

8.9 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 will be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

8.10 With the consent of the CONTRACTORS, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated in this Agreement with the exception of the change in agency name.

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

8.12 The CONTRACTORS shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law.

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

8.14 Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will 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 the CONTRACTORS:

Randall Franklin Greene, Authorized Member
Stahl Faust Immobilien, LLC
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

J.L. Widener, President
Agricultural Fuels Corp.
5361 Young Pine Road
Orlando, Florida 32829

If to the COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

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

Agreement between Lake County, Florida, Agricultural Fuels Corp., and Stahl Faust Immobilien, LLC for Mass Grading at South Lake Regional Park; RFP #18-0205

Article 9. Scope of Agreement

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

9.2 This Agreement contains the following Attachment, which is incorporated in this Agreement:

Attachment A Scope of Services

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

CONTRACTORS

STAHL FAUST IMMOBILIEN, LLC

Randall F. Greene by James D. Ryan as
Randall Franklin Greene, Authorized Member *attorney in fact*

This 30th day of April, 2018.

AGRICULTURAL FUELS CORP.

Janina L. Widener, as President
Janina L. Widener, as President
J.L. Widener, President


This 3rd day of May, 2018.

Agreement between Lake County, Florida, Agricultural Fuels Corp., and Stahl Faust Immobilien, LLC for Mass Grading at South Lake Regional Park; RFP #18-0205

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:



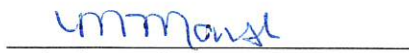
Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida



Timothy I. Sullivan, Chairman

This 8 day of May, 2018.

Approved as to form and legality:



Melanie Marsh
County Attorney

ATTACHMENT A: SCOPE OF SERVICES

SECTION 2 – STATEMENT OF WORK

RFP Number: 18-0205

SCOPE OF SERVICES

The purpose of this solicitation is to select a “qualified licensed site/general contractor or developer whose services/earthwork operations may be provided through a site/general contractor” (the “contractor”) to perform physical work and to provide all surveying, labor, equipment, tools, materials, transportation, fuel, permits, inspections, and supervision necessary for earthwork operations including but not limited to excavation, cut/fill, site grading, removal and export off-site or storage on-site of excess soil materials, and the stabilization of the site following the grading operations in accordance with this solicitation and the Mass Grading Construction Documents prepared by BESH Engineering, Geotechnical Report and St. Johns River Water Management District permit for the South Lake Regional Park located west of Max Hooks Road and south of State Road 50, in Groveland, FL, 34711. Contractor will also be responsible to clear, grub and remove all material from the site including but not limited to piping, trees, shrubs, turf, ground covers, stumps, roots and any other vegetation or material found in the site in accordance with federal, state and local codes.

Phasing: Excess soil removal (under bid options #1 and #2) and storage of excess soil material (under bid option #3) will be conducted in phases, starting all earthwork operations on Phase #1, then Phase #2 and finally Phase #3 all in accordance with the Mass Grading Plan per Attachment 8.

Under bid option #3, excavated soil material (sand and clay) from phase #1 area will be separated by type of soil. The excavated clay material, as described in the geotechnical report, will remain on-site and stored in the Phase #3 area.

Earthwork operations including retention ponds will conform to the limits and grades specified on the mass grading plans. The required grading must include shaping, sloping and any other work necessary to bring the site to the necessary grades per mass grading plan.

Contractor shall provide the necessary protection to prevent damage to existing trees and vegetation that are to remain in place. Contractor to furnish and install the necessary perimeter silt fence. The existing site perimeter chain link fence must remain.

Excavated material suitable for backfilling must be clean/free from unwanted material (vegetation, organic material, garbage, waste, metal, plastic, wood, chemicals, hazardous material, etc.).

Contractor shall remove vegetation and other obstructions that may interfere with mass grading plan. Removal includes digging out stumps and roots. Burning is prohibited.

Under bid options #1 and #2, excess soil material excavated by the contractor becomes contractor’s property and must be properly disposed off-site at the contractor’s expense.

Contractor shall establish an on-site truck dust control facility and install/maintain a stabilized entry/exit driveway from the right of way at Max Hooks Road into the site. Contractor must maintain and repair of as necessary to the satisfaction of Lake County any damages caused by trucking operations on Max Hooks Road and adjacent areas.

All trucks loaded with soil material or clearing/grubbing material must be covered before leaving the site.

SECTION 2 – STATEMENT OF WORK

RFP Number: 18-0205

The selected (awarded) contractor shall submit for approval a Traffic Management Plan and will also be responsible to provide and install all necessary flagmen, traffic/warning signs prior to exporting excess soil material from the site. This plan must include days, hours of operation and maximum # of trips per day for off-site trucking activities. The plan must also indicate the ingress/egress points to the site.

All existing gopher tortoise burrows within the construction area (mass grading area) will be relocated by Lake County prior to the start earthwork/grading operation. However, the contractor will be responsible to protect and notify the Lake County Office of Parks and Trails regarding any new gopher tortoise burrow found within the construction area.

Lake County has obtained St. Johns River Water Management District permit, refer to Attachment 9.

As-Built Plans: One (1) complete set of as-built plans (signed/sealed by a licensed professional surveyor) and an electronic copy (PDF) showing final grading must be supplied to the County's Office of Parks and Trails upon completion of the work.

Phase Definition: Phases relate to specific areas of the park and are represented as follows:





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FLORIDA

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ADDENDUM NO. 1

Date: December 7, 2017

Request for Proposal 18-0205

MASS GRADING AT SOUTH LAKE REGIONAL PARK

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

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

The purpose of this addendum is to provide confirming information regarding the location of the mandatory pre-proposal conference as follows:

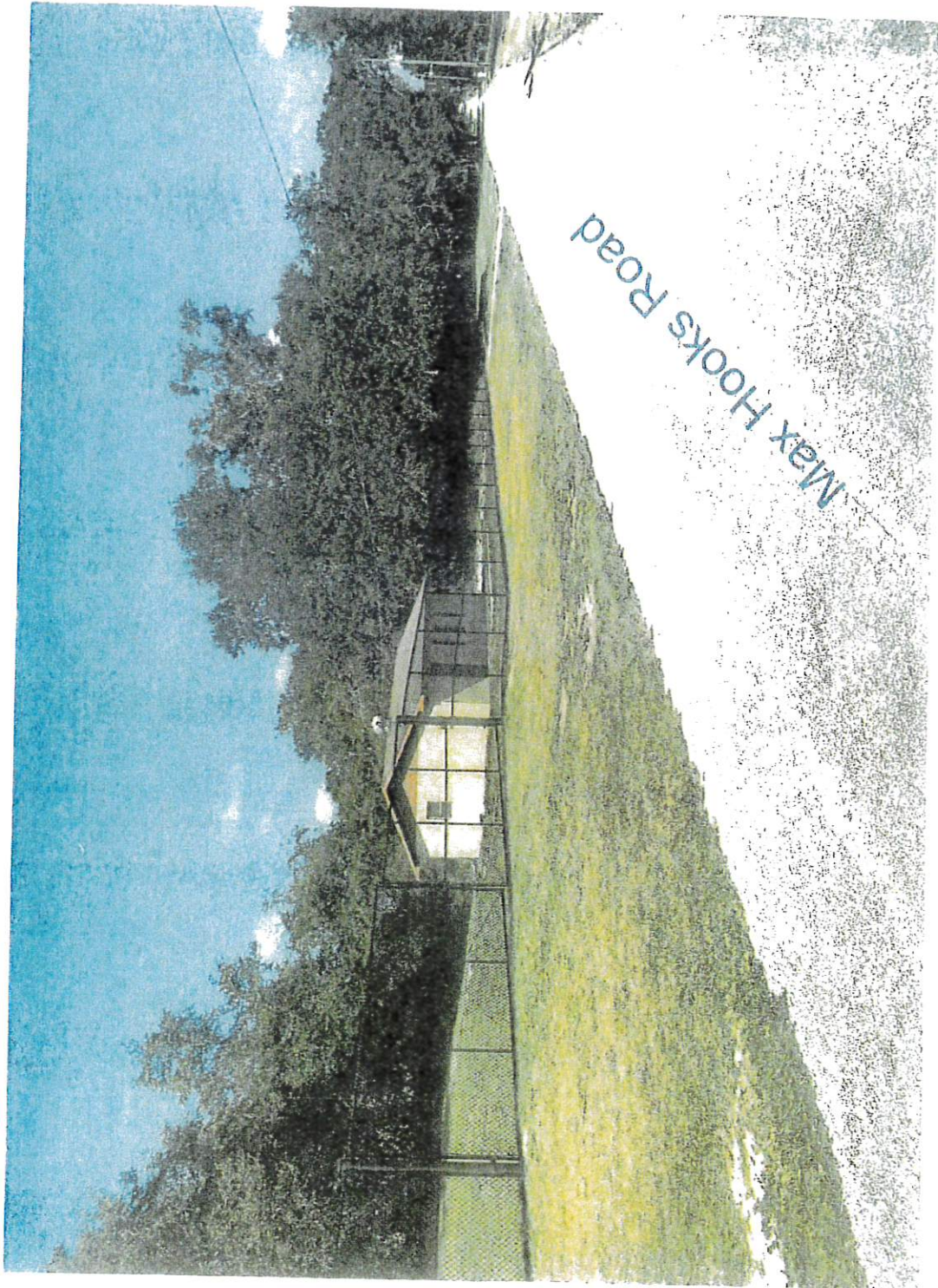
Question 1: While there is an overall site map for the project, there is no specific building shown as being the building for the mandatory pre-bid. Can you please provide an address or a Google Map location of where this building is located?

Answer 1: The building referred to is the only structure at the location. It is behind a black perimeter chain link fence and is located along the site's entrance road (Max Hooks Road). It is approximately 2,600 feet south of SR 50 on Max Hooks Road. There is no address for the building and therefore no direct google map location.

Acknowledgement of Addendum:

Firm Name: STACEL FAUST (MUSDILEN) Date: 09 Jan 2018
Signature: [Handwritten Signature] Title: MANAGING DIRECTOR
Typed/Printed Name: RAUSTAL F. GUSSEY







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ADDENDUM NO. 2

Date: December 15, 2017

Request for Proposal (RFP) 18-0205

MASS GRADING AT SOUTH LAKE REGIONAL PARK

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

This addendum DOES change the date for receipt of bids or proposals. The revised date for receipt of proposals is now January 10, 2018 not later than 3:00 PM (Eastern Time).

The purpose of this addendum is to provide confirming information, and answers to various vendor questions, resulting from the mandatory pre-proposal conference held December 12, 2017. A copy of the attendee list for the conference has been placed on the County website page for this RFP.

A. The pre-bid conference commenced with the following matters being confirmed:

1. Bids were due December 29, 2017 at 3:00 PM, but County has extended as stated above.
2. The County is considering provision of drawings in AutoCAD format.
3. Vendors were reminded to ensure responses are submitted in a timely manner.
4. The pre-bid conference was confirmed as being mandatory in nature.
5. A proposal bond is not required.
6. Vendors are to include a \$1 million performance/payment bond within their submitted pricing.
7. RFP sections 1.13 provide specific detail regarding delivery and content of proposals.
8. Vendors were advised to review the proposal evaluation criteria found in RFP Section 1.3.
9. The RFP provides for liquidated damages at the rate of \$200/calendar day.
10. All required permits have been acquired by the County.
11. It was confirmed that the RFP pricing tables provided for cost or revenue responses.

12. All questions are to be submitted in writing to the contracting officer as detailed within the RFP until an award recommendation is finalized. Vendors are not to contact County personnel other than the designated contracting officer in regards to the solicitation in any manner.

B. The following additional confirmations are provided:

13. Following up on the introductory comments, several vendors expressed a strong preference for provision of project drawings in AutoCAD format. The County expressed reservations as the drawings were a "work in progress". After further discussions, the County has elected to:

- Provide updated/revised project drawings in hard copy format under RFP Attachment 7. Attachment 7 has been updated accordingly on the County webpage for the RFP, and
- Provide a copy of the updated/revised drawings in AutoCAD format as Attachment 11 to the RFP. Attachment 11 has been added to the County webpage for the RFP,

As a matter of confirmation, General Notes sheet GP.01 has been modified as described below:

1. Note #4, bahia sod has been modified to reflect that seed and sod effort is to be included in a separate contract.

4). CONTRACTOR TO FINISH GRADE ALL RETENTION AREAS AS SHOWN, SEED POND BOTTOMS (BAHIA) AND SOD POND SLOPES (BAHIA).

2. Note #12 has been deleted, and is no longer applicable to the Scope of Services.

~~12). THE CONTRACTOR SHALL CONSTRUCT ALL PIPES, PIPE END TREATMENTS, AND DRAINAGE STRUCTURES, IN A DRY CONDITION.~~

3. Note #14, no features included within the Scope of Services. Retaining walls are not part of the Scope of Services. Disregard "Trail With Wall Section" detail included on sheet GP.04.

14). ALL THE INFRASTRUCTURE SHOWN IS FUTURE DEVELOPMENT. THIS PROJECT IS ONLY FOR THE MASS GRADING OF THE SITE AND THOSE FEATURES THAT ARE CALLED OUT TO BE BUILT AT THIS TIME. THE FUTURE IMPROVEMENTS ARE STRICTLY SHOWN FOR REFERENCE ONLY.

14. It was confirmed all dirt was to be removed from the site to include any residual spray field piping within the dirt being removed; that the vendor would be responsible for removing 1.4 million cubic yards of dirt from the site, leaving any additional dirt or any clay materials on site (in the Phase 3 area); and that the vendor must place silt fencing as required during the course of project effort.

15. It was confirmed that the County is looking for responses that include significant consideration for the value of the dirt to be removed from the site, with the price tables prepared in support of that goal. Vendors had no specific questions regarding the stated pricing structure.

16. It was confirmed that the County would be responsible for any required gopher tortoise remediation, and that this effort would be completed in advance of the awarded vendor's effort. This led to discussion of possible start dates, with an estimated spring start stated. It was re-

confirmed that completion dates and related scheduling was to be proposed by the vendors as stated in the pricing tables.

17. It was confirmed that storm water piping installation was not included within the scope of the project, and that the awarded vendor was responsible for tree removal as specified in the project drawings.

18. It was confirmed that Max Hooks Road would serve as the only access road to the site.

19. It was confirmed that "balancing" of the site was not an acceptable alternate.

Acknowledgement of Addendum:

Firm Name: STAHL FAUST IMMOBILIEN, INC Date: 09 JAN 2018
Signature: [Handwritten Signature] Title: MANAGING MEMBER
Typed/Printed Name: RAUJALL F. GREENE

[Handwritten mark]



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**ADDENDUM NO. 3
DECEMBER 29, 2017
RFP 18-0205
MASS GRADING AT SOUTH LAKE REGIONAL PARK**

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 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 proposals.

The purpose of this addendum is to revise Section 2, pages 16 and 17. These revisions include **changes** to the last two paragraphs of page #16 and the first paragraph of page 17 to the following:

Contractor shall establish an on-site truck dust control facility and install/maintain a stabilized entry/exit driveway from the right of way at Max Hooks Road into the site. Contractor must maintain and repair as necessary to the satisfaction of Lake County Public Works any damages caused by trucking operations on Max Hooks Road and adjacent areas.

All trucks loaded with soil material or clearing/grubbing material must be covered before leaving the site.

The selected (awarded) contractor shall prepare and submit to Lake County Public Works for approval a Traffic Management Plan and Truck Haul Route prior to trucking operations, hauling and exporting excess soil material from site. The contractor shall be responsible to install and provide all necessary flagmen, traffic/warning signs, roadway improvement, repair and maintenance, erosion control and dust abatement, etc., as specified in the approved Traffic Management Plan. This plan must include days, hours of operation and maximum # of trips per day for off-site trucking activities. The plan must also indicate the ingress/egress points to the site, means and methods for road maintenance and improvement.

Firm Name: STARR FAST REMEDIATION Date: 09 JAN 2017

Signature: [Handwritten Signature] Title: MANAGING MEMBER

Typed/Printed Name: RANDALL F. GREESE