

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

DATE: 06/19/2023

MEETING DATE:

8/8/2023

TO: Jennifer Barker, County Manager

ITEM TYPE: Consent
Item

THRU:

ITEM ID: 24841

Gregory Holcomb, Public Safety Support Director/E911
Coordinator

BY: Sandra Rogers, Senior Contracting Officer

SUBJECT: Communication Tower Inspections and Repairs

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 23-421B for Communication tower inspections, troubleshooting, and repairs on an as-needed basis to Clifton Tower Services, Inc. (Altoona, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$15,000 (expenditure), which is within and will not exceed the Fiscal Year 2023 Budget. Expenditures will not exceed available funding in future years' budgets.

BACKGROUND SUMMARY: Procurement Services, in coordination with the Office of Public Safety Support, issued Invitation to Bid 23-421 for inspections and repairs of existing towers, with an initial one-year term with two additional two-year terms available. This action includes any weather-related repairs, including lightning strikes, to maintain communication efficiency.

Bids were received from four vendors as shown on the attached price tabulation sheet. Staff recommends awarding to the lowest priced bidder meeting the County's needs and best interests, Clifton Tower Services, Inc. of Altoona, Florida.

Fiscal Impact: The estimated fiscal impact is \$15,000 (expenditure).

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
General	0010	2445220	830460		\$15,000

Advertised Date:

Paper:

Attachments:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CLIFTON TOWER SERVICE, INC. FOR
ON-CALL TOWER INSPECTIONS, TROUBLESHOOTING, AND REPAIR
ITB # 23-421B**

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

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #23-421 seeking firms or individuals qualified to provide construction services for the construction of Fire Station 14 Communication Tower, a 300 foot self-supporting communications tower at Fire Station 14, located at 18840 C.R. 42, Altoona, Lake County, Florida, and to provide ongoing tower related inspection, maintenance, and repair services; and

WHEREAS, for the sake of clarity and efficiency in agreement administration for both parties, this Agreement (ITB # 23-421B) sets forth the provisions under the Invitation to Bid related to on-call tower related inspection, troubleshooting, and repair while the additional services related the one-time construction services provided for in the same bid will be set forth in a separate agreement (ITB # 23-421A); and

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

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

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

1. Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.
2. Purpose. The purpose of this Agreement is for CONTRACTOR to provide on-call tower inspection, maintenance, and repair services for the COUNTY, hereinafter referred to as the "Service."
3. Scope: On the terms and conditions set forth in this, COUNTY hereby engages CONTRACTOR and CONTRACTOR agrees to provide all labor, materials and equipment to complete the Service in accordance the scope of services, attached as **Exhibit A**, and as modified or clarified by any addendums. 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. This is an open quantity agreement. The COUNTY does not guarantee to the CONTRACTOR any minimum amount of work throughout the term

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CLIFTON TOWER SERVICE, INC. FOR ON-CALL TOWER INSPECTION, MAINTENANCE, AND REPAIR SERVICES; ITB #23-421B

of this Agreement. CONTRACTOR acknowledges and agrees that if work is assigned to CONTRACTOR, CONTRACTOR will be issued a purchase order which shall define the scope of the work required.

4. Term: This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners. This Agreement will remain in effect for an initial term of one year with the option to renew this Agreement for two subsequent two-year periods. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. Renewals are contingent upon written mutual agreement. The Agreement remains in effect until the completion of any express and implied warranty periods. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period will, unless terminated by mutual written agreement of the parties, continue until completion under the authority of this Agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.
5. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.
6. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR 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 CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement or subsequent task orders, unless such understanding or interpretations are made in writing and incorporated in this Agreement or subsequent task orders by reference.
7. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule attached as **Exhibit B**. Agreement prices will prevail for the full duration of the agreement. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the CONTRACTOR'S responsibility to request in writing any price adjustment. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.
8. Rates: All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, will be considered part of overhead and will be included in CONTRACTOR'S hourly labor rate. There will not be a charge less than \$25.00 showing on an invoice.
9. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager will be required. The cost of the rental will

be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is not needed to complete the work as outlined in the scope of work or if it was reasonably ascertainable that the equipment is needed to complete the work as outlined and was not included in CONTRACTORS originally submitted price.

10. Invoice: CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Invoices are to be submitted by mail via USPS to the to the Office of Public Safety Support, 20415 Independence Blvd, Groveland, Florida 34736; invoices may also be submitted to pssinvoices@lakecountyfl.gov. Submittal of these invoices will not exceed 30 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All invoices will be accompanied by the PDF documentation required in the record keeping portion of this Scope of Services or as specified in the task order. The pricing section will include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONTRACTOR will be allowed to charge a minimum of one hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour will be calculated into 15 minutes increments. The invoice will also include the price of the part to the CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

11. Progress Invoices: CONTRACTOR will submit progress invoices no later than the first of each month by mail via USPS to the Office of Public Safety Support, 20415 Independence Blvd, Groveland, Florida 34736; invoices may also be submitted to pssinvoices@lakecountyfl.gov. All invoices will contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts or materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Service and are shown on the invoice, they will be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket will be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. CONTRACTOR will also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of agreement and this Agreement may be terminated. Final invoices will include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. Service \$25,000 and Under: The COUNTY will provide a lump sum payment when all Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY; or

B. Service Greater than \$25,000: The CONTRACTOR may receive periodic payments on a 30-day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth below.

12. Inspection Reports. Tower inspections will be completely and thoroughly documented on an inspection form approved by COUNTY. A PDF of the inspection must be provided the COUNTY promptly following completion of the tower inspection and prior to, or along with, a request for payment.

13. Funding: In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request. In anticipation of the use of FEMA Funding for inspection and maintenance, the FEMA and Federally Required Terms and Conditions have been included as **Exhibit C** and are hereby incorporated into this Agreement.

14. County Responsibilities.

A. Project Manager: The COUNTY will 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.

B. The COUNTY will pay in accordance with the provisions set forth in this Agreement. The COUNTY retains the right to inspect all work to verify compliance with the agreement 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.

15. Contractor Personnel

A. Personnel: CONTRACTOR will 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, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the Agreement documents. 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 CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. 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.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Contract; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

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

D. Superintendent: CONTRACTOR will 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 will 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 will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Service.

F. Employee Documentation: If required by the COUNTY for a Service, CONTRACTOR will provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Service. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will 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 will include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On

sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the Contractor will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". CONTRACTOR will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of the CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys may be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR will immediately notify the COUNTY'S Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from the CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then an annual report due each anniversary of the initial report date for all employees currently being utilized for Projects or Services for the COUNTY. All additions or changes will be highlighted in yellow. Reports will be provided for the duration of the Service. The report will be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports will include the following information for each employee: individual's name, birthdate, and driver's license number; identification badge/proximity card number; all facilities where the employee works; all facilities accessible by proximity card or key; the date the identification badge/proximity card was issued; dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage; and the date that the individual left employment of the contractor and the date the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for the COUNTY. CONTRACTOR will contact the COUNTY'S Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At the completion of the Service the CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

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

iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.

iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

N. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24-hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

O. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR will contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than 24 hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the Agreement documents has occurred. If the COUNTY determines that a change in the Agreement documents is required 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 CONTRACTOR fails to provide written notice within the 24 hour limitation noted above, CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the agreed amount or an extension to the agreed time.

16. Agreement Documents.

A. Definitions: For purposes of this Agreement, the term "agreement documents" includes all bid documents, drawings, the Scope of Services, attachments to this Agreement, and provisions within this Agreement, along with any change orders, individual task orders, or amendments to this Agreement. It is the intent of the agreement 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 agreement documents as being required to produce the intended result will 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 will 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 herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is binding as though occurring in all. 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, will be provided or

executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

C. Completion of the Scope of Services: CONTRACTOR will give the work the attention necessary to assure the scheduled progress and will cooperate with the COUNTY and with other contractors on the job site. All work will be done in accordance with the agreement documents. When not specifically identified in the technical specifications, such materials and equipment will 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.

D. Errors and Omissions: CONTRACTOR will not take advantage of any apparent error or omission in the agreement documents. If any error or omission appears in the agreement documents, CONTRACTOR will immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR will be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

17. Safety:

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

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

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite will be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR will be notified immediately. CONTRACTOR will 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 CONTRACTOR 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. Contractor shall receive no additional compensation, no extension of the Time of Completion date applicable to the work, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable period of time, COUNTY may in its sole discretion declare Contractor to be in default of this Agreement.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR 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 CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and agreement performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

J. CONTRACTOR will confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. CONTRACTOR will assume all responsibility for any damage to any such area resulting from the performance of the work.

K. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will 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 CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 C.F.R. 1910.1200(g), and include the following information:

- Section 1: Identification
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

L. Additional Safety and Security Provisions. CONTRACTOR acknowledges that the sites at which the Services are to be performed ("Sites") are emergency communication sites containing equipment critical to the ability of emergency responders to communicate and provide emergency services in the County and the surrounding area. CONTRACTOR further acknowledges that the Services to be performed are inherently dangerous and may pose substantial risks including but not limited to severe bodily injury, death, property damage or other harm to persons or property. As such, CONTRACTOR acknowledges that Site safety and security are of paramount concern and hereby agrees to adhere at all times to COUNTY and/or Site Owner policies and procedures related to Site access, safety and security. CONTRACTOR shall further be solely responsible for the safety of its employees and agents, if any, on and around the Site including without limitation compliance with all applicable laws and regulations regarding the means, methods, techniques, sequences and procedures and for coordinating all portions of the performance Services.

18. Facilities Provisions.

A. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

B. General Inspection Requirements:

i. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S

expense. However, should the work 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.

ii. If the COUNTY fails 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 or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

iii. 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 will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is received to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.

iv. Should CONTRACTOR 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 agreement documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement amount. 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 CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this agreement because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

v. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement. 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. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the Agreement price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

vi. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this Agreement.

19. Service Materials and Storage:

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

B. Materials will 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, will not be used in the work, and will be removed from the site by CONTRACTOR at CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of CONTRACTOR and CONTRACTOR 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, CONTRACTOR will furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

D. All unusable materials and debris will be removed from the premises at the end of each workday and disposed of in an appropriate manner.

20. Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through the Office of Facilities Management, shall determine whether the COUNTY will directly purchase certain materials required for the service. The CONTRACTOR shall prepare a list of proposed items that may be desirable for County direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify CONTRACTOR in writing of the specific materials which are intended to be purchased.

B. Within ten (10) calendar days from receipt of the written notice described in Paragraph 21.A., the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

C. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONTRACTOR as defined hereinabove, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

D. The COUNTY, through the Office of Facilities Management, will place the Order for the materials with the vendor.

E. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their storage, protection, risk-of-loss, and installation pursuant to the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule.

F. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased, the management of the materials once delivered or the incorporation of the materials into the Work, as provided in the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the County's policy and the Change Order will become a part of the Contract Documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the County, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the County under this program.

21. **Time for Completion and Extensions:**

A. Purchase orders will be issued for Services to CONTRACTOR. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will 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 CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the agreement documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify the COUNTY in writing within 24 hours after the commencement of

such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the 24 hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the agreement time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. CONTRACTOR will 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 agreement time may be granted only for those delays which impact CONTRACTOR'S construction schedule. Extensions of agreement time, if approved by the COUNTY, must be authorized by written change order.

22. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the Agreement unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the agreement price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

C. The COUNTY will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order will represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs and time associated with the work authorized by such change order.

D. Execution by CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

E. Upon receipt of an approved change order, changes in the Scope of Services will be promptly performed. All changes in work will be performed under the terms and conditions of this Agreement.

F. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the Service by the CONTRACTOR.

23. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two (2) business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

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

C. Claims by CONTRACTOR will be resolved in the following manner:

i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.

ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.

iv. Arbitration will not be considered as a means of dispute resolution.

v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

24. Acceptance of the Work and Final Payment: The work and services rendered under this agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance

with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this agreement may be tested/inspected for compliance with the specifications listed.

25. 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 will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

26. Maintenance of Work: CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance will be maintained until final acceptance by the COUNTY.

27. Final Acceptance: When the Service or any portion thereof, 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 payment will be made. CONTRACTOR will have ten (10) calendar days from receipt of a written notice to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR 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 CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

28. Waiver of Claims: CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the agreement or otherwise related to the Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

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

30. Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

31. Warranties:

A. All warranties will begin on the date of the COUNTY'S acceptance of the Service which will be the date final payment is issued to CONTRACTOR and will last for a period of 12 months unless otherwise specified in the Scope of Services, plans, or specifications. CONTRACTOR will obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Service.

B. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the agreement documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the agreement documents. CONTRACTOR warrants to the COUNTY that all materials and equipment furnished under the agreement 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 agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether CONTRACTOR is still under agreement 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.

C. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within 60 days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure 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 CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails 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 CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and 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 CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at

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the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

F. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

32. Sanitation: If the Service does not involve interior work, CONTRACTOR will be required to 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 will 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 by CONTRACTOR in accordance with applicable federal, state, and local laws.

33. Submittals and Equal Products:

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one 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 CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will 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 CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished will be clearly identified. A formal submittal for the alternate/shop drawings will 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 CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR'S response. To ensure that sufficient information is available, CONTRACTOR 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.

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34. Fees: The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

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

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

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

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

36. Assignment of Agreement: This agreement will 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 CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will 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.

37. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received

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or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to agreement execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

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

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. Specialty insurance (builders risk, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) 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, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance.

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D. 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.

E. CONTRACTOR must provide a copy 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. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

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 will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR 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 CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR 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 CONTRACTOR'S requirements.

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

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

38. Indemnity: The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

39. Independent Contractor: CONTRACTOR, and all its employees, agree that they will be acting as an independent contractor and will not be considered or deemed to be an agent, employee, or partner of, or in a joint venture with, the COUNTY. CONTRACTOR will have no authority to agreement for or bind the COUNTY in any manner and will not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

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

41. Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the agreed pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments will be made within one year following the end of the Agreement.

42. Public Entity Crimes: Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under an agreement with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

45. Retaining Other Contractors: Nothing herein 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 CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

46. Accuracy: During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein. CONTRACTOR shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care").

47. Right to Audit:

A. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY'S choosing. The CONTRACTOR will 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 CONTRACTOR will retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) calendar years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

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

D. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work under this Agreement.

48. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, 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 or any other cause 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.

49. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two 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 are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. 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 CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

50. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the Agreement will 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.

51. Protection of Property:

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

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

52. Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will 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 CONTRACTOR or a third party.

53. Accident Notification: If in the course of completing work as part of this agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

54. 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 CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three 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 agreement, the CONTRACTOR will 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. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. 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.

iii. 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 agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to the COUNTY.

iv. Upon completion of the agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the agreement, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the agreement, CONTRACTOR will 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.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES,

**315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT
352-343-9424 OR VIA EMAIL AT
PURCHASING@LAKECOUNTYFL.GOV.**

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

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Exempt Information. The Service may include building plans, blueprints, drawings, and/or diagrams which are exempt from disclosure pursuant to Section 119.071(3), Florida Statutes. CONTRACTOR must maintain the exempt nature of all documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all exempt project documents related to the service, which may include, but are not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as exempt have been returned to the COUNTY or destroyed.

55. This Agreement is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this agreement will lie in Lake County, Florida.

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

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

58. 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.

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

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

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

62. Civil Rights Act. During the term of this Agreement the CONTRACTOR assures 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 CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

63. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

64. 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 years. The COUNTY 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 attorney's fees.

65. Other Agencies. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the Agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name.

66. Other Departments. In addition, although this Agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the Agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

67. Prime Contractor. The CONTRACTOR will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subcontractors without a COUNTY contract/agreement are limited to thirty percent of the task not to exceed \$35,000. Professional services subcontractors currently under agreement with the COUNTY obtained through competitive solicitation may be utilized by CONTRACTOR without limits. CONTRACTOR may be required to use subcontractors currently under contract with the COUNTY. The professional services subcontractors' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

68. Drawings/Plans. If at any time the CONTRACTOR is supplied by the COUNTY or produces building drawings/documentation for construction or any other purpose, the CONTRACTOR shall not share, distribute, display, or in any other way transmit a copy of these plans without the consent of the

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CLIFTON TOWER SERVICE, INC. FOR ON-CALL TOWER INSPECTION, MAINTENANCE, AND REPAIR SERVICES; ITB #23-421B

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.

69. Severability. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions hereof, and this agreement will be construed as if such invalid or unenforceable provisions were omitted.

70. Notice. Wherever provision is made in this agreement for the giving, service or delivery of any notice, statement or other instrument, such notice will 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 or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Gerald K. Ingram, President
Clifton Tower Service
P.O. Box 1118
Altoona, FL 32702

If to COUNTY:

Lake County Manager
Lake County Administration Building
315 West Main Street
P.O. Box 7800
Tavares, FL 32778

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, FL 32778

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

71. Scope of Agreement. 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 contracts to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This Agreement contains the following exhibits, all of which are incorporated herein:

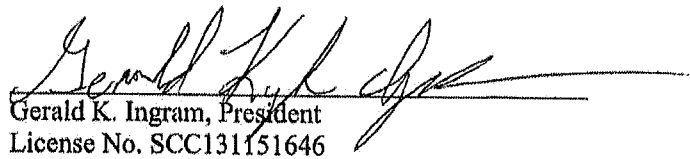
Exhibit A	Scope of Services, Addendum, Submittal
Exhibit B	Pricing Sheet
Exhibit C	FEMA and Federally Required Terms and Conditions

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CLIFTON TOWER SERVICE, INC. FOR ON-CALL TOWER INSPECTION, MAINTENANCE, AND REPAIR SERVICES; ITB #23-421B

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 CONTRACTOR through its duly authorized representative.

CONTRACTOR

CLIFTON TOWER SERVICE, INC.

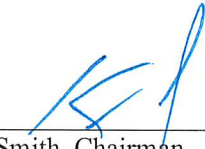

Gerald K. Ingram, President
License No. SCC131151646

This 21st day of July, 2023.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND CLIFTON TOWER SERVICE, INC. FOR ON-CALL TOWER INSPECTION, MAINTENANCE, AND REPAIR SERVICES; ITB #23-421B

COUNTY

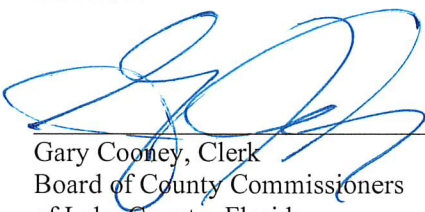
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Kirby Smith, Chairman

This 8th day of August, 2023.

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

mmars 8/8/2023

Melanie Marsh
County Attorney

EXHIBIT A

EXHIBIT A – SCOPE OF WORK

23-421

FIRE STATION 14 COMMUNICATION TOWER INSPECTIONS

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1.** Assume total responsibility for the delivery, installation, acceptance, of goods and services as stated in Exhibit A and all associated documents.
- 1.2.** Employ only skilled, qualified workers.
- 1.3.** Be responsible for verifying the completeness and suitability of all work or equipment proposed for this project. The Contractor shall provide any additional equipment required in order to meet these specifications, without claim for additional payment.
- 1.4.** Be responsible for any loss or damage to property caused by actions of the Contractor or Contractors personnel.
- 1.5.** Designate a single Project Manager to supervise and coordinate the Contractor's work. The Project Manager shall direct the Contractor's personnel and subcontractors in the project and assist in resolving project problems.
- 1.6.** Be responsible for verifying the completeness and suitability of all work or equipment proposed for this project. The Contractor shall provide any additional equipment or labor required in order to meet these specifications, without claim for additional payment.
- 1.7.** Include all required labor, material, equipment, plans, engineering, surveys, permitting, zoning, and local and state inspections.
- 1.8.** Include travel time.
- 1.9.** Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
- 1.10.** Be responsible for inspections, penalties, fees, or fines for projects.
- 1.11.** Furnish all tools and equipment necessary to complete projects timely.

2. SCOPE OF WORK

2.1. Responsibility of the County

Contractor's scope and pricing for this site is based on the understanding that the tasks listed below will be performed by the County.

- 2.1.1.** Assign a Project Manager for daily coordination.
- 2.1.2.** Assist Contractor with permitting for sites, as owner/lessee.

2.2. Existing Utilities

Location of all existing utilities shall be verified before site work begins. Existing utilities must be protected during site work.

3. ADDITIONAL SERVICES – TOWER INSPECTIONS, TROUBLESHOOTING, AND REPAIR

3.1. Guyed Tower Inspection

- 3.1.1. Check guy wire tension and plumb of tower. Correct if minor.
- 3.1.2. Inspect tower for corrosion – clean minor surface rust and spray galvanize.
- 3.1.3. Inspect antenna and brackets – tighten and plumb as necessary.
- 3.1.4. Inspect anchors.
- 3.1.5. Inspect groundings.
- 3.1.6. Secure any loose items on the tower and report findings.

3.2. Not Guyed Tower Inspection

- 3.2.1. Visual inspection from the ground prior to climbing.
- 3.2.2. Inspect tower for corrosion – clean minor surface rust and spray galvanize.
- 3.2.3. Inspect antenna and brackets – tighten and plumb as necessary.
- 3.2.4. Inspect anchors.
- 3.2.5. Inspect groundings.
- 3.2.6. Secure any loose items on the tower and report findings.

3.3. Hourly Rate for troubleshooting, repairs, and maintenance, and or modifications to the tower(s) or tower site(s).

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

4.1. The Contractor shall submit a PDF file of all tower as-built and inspection documentation to Lake County for review and approval.

ADDENDUM NO. 1

23-421



SOLICITATION: Fire Station 14 Communication Tower

01/17/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. In Section 1.14 of Exhibit A, it states “Include all required labor, material, equipment, plans, engineering, surveys, zoning, and local and state inspections”. As for zoning, is this site already zoned for construction, or would that be the responsibility of the Contractor? If contractor’s responsibility, can you provide what that would entail?
- R1. Zoning for the tower was approved with the construction of Fire Station 14 and included in the approved site plans.
- Q2. In 2.7.1 it states “New tower design shall be similar to existing Fire Station 112 tower site allowing the same loading and colocation capabilities and installed according to the TIA-222 and codes, ordinances, and regulations of authorities having jurisdiction. Where these standards contain conflicting requirements, the more stringent shall apply”. Can you provide the tower design for Fire Station 112?
- R2. To be securely provided at all vendors that attend the mandatory pre-bid meetings.
- Q3. What is the desired loading of the new tower?
- a. For each antenna or MW dish we need the elevation, make and model number. For the MW dishes we also need the azimuth.
- b. For each Cell Phone Carriers, we need either the same information or the loading from FS 112.
- R3. See R2 above. Cell attachment information will be comparable to Fire Station 112 and will be provided. Microwave Dish information has been received with the licensing data and has been provided in Exhibit J.
- Q4. May we know the budget?

- R4. Funds have been allocated based on outdated budgetary information. It is anticipated that the costs have risen due to the current economic situation and supply chain. We do not want to build to a budget figure, but rather to a design. Price accordingly.
- Q5. Is there a target schedule, or do we set the schedule ourselves in the timeline portion of the pricing sheet?
- R5. We require a schedule to be provided which will be part of our consideration for selection. The only timeline that exists currently is Phase Two which will need to occur within one year of notice to the current lease provider for relocation and vacation to the existing leased site. Notice will not be provided until Phase One of the tower build is completed.
- Q6. Is a bid bond required? If so, is there a County form to use?
- R6. See bid documents.
- Q7. Are drilled pier foundations acceptable?
- R7. Yes, as long as they meet the loading and requirements.
- Q8. Has the FAA determination of no hazard been received? If so, may we have a copy? If not, does the County know a 300' tower at this location would be approve by the FAA?
- R8. Lake County will provide the determination. This site is close to the Pinecastle Bombing Range and requires a DoD authorization which was granted previously but will need to be renewed as well. The County will handle these approvals.
- Q9. Who is responsible for the Builder's Risk Insurance?
- R9. The Contractor is responsible for the Builder's Risk Policy. The limit will be for the completed project budgeted amount from a property damage standpoint.
- Q10. Who is responsible for the construction testing of concrete and earthwork?
- R10. Selected Vendor/Contractor will be responsible.
- Q11. Who supplies the lines, MW dishes and antennas?
- R11. The County will provide.
- Q12. What are the titles of Exhibits F, G, and H? If these exhibits answer the loading questions above, we request additional time to price the work.
- R12. These Exhibits will be the Existing Site, New Site, and Fire Station 112 Tower Analysis. These should answer the loading questions. If additional time is required, a specific request needs to be requested with number of days. See Exhibit K.
- Q13. RF Antennas – can you please provide an epa callout or an antenna spec? Also need height of antenna on tower?
- R13. These will be the same as the existing Umatilla Tower.
- Q14. GPS Antenna – Can you please provide an epa callout or an antenna spec? Also need height of antenna on tower?

R14. These will be the same as the existing Umatilla Tower.

Q15. 1 – tower top amplifier – Can you please provide an epa callout or an antenna spec? Also need height of antenna on tower?

R15. These will be the same as the existing Umatilla Tower.

Q16. 3/8, 7/8, 1-1/4 lines – What are the proposed heights that these lines will be routed to?

R16. 3/8 and 7/8 and 1-1/4 will be at the top of the tower - 300'.

Q17. (2) Carriers – we would assume 30,000 sq” unless told otherwise? Do you know the heights of the Carriers? Or have an estimated height we can base our estimate on for now?

R17. Carriers will be between 160' and 200'. None are currently engaged for co-location.

Q18. Spec calls out for “125% of proposed load or consistent with Fire Station 112 Tower design, whichever is greater”. Can you please provide the Fire Station 112 Tower design?

R18. To be securely provided at all vendors that attend the mandatory pre-bid meetings.

Q19. Can you please provide the geotechnical for Fire Station 14?

R19. See Exhibit L.

Q20. Who is responsible for removing the concrete slab at the Umatilla site (SBA)?

R20. The concrete slabs are not required to be removed as part of this bid. If this changes, it will be accomplished in addition.

Q21. If clearing and grubbing is deemed necessary for better access to the site, who would be responsible for this? Should an alternate be made to include clearing and grubbing provided by the Contractor?

R21. It is requested that each contractor provide what is necessary for them to accomplish. If clearing and grubbing is deemed necessary, include as part of your pricing and scope.

ACKNOWLEDGEMENT

Firm Name: Clifton Tower Service, Inc

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Gerald Kyle Ingram*

Date: 2/14/2023 Click or tap to enter a date.

Print Name: Gerald Kyle Ingram

Title: President

Primary E-mail Address: kyle@cliftonstower.com

Secondary E-mail Address: samantha@cliftonstower.com

ADDENDUM NO. 2

23-421



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Fire Station 14 Communication Tower

01/24/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

CHANGES TO CURRENT BID DOCUMENT:

THIS ADDENDA CHANGES THE LAST DAY TO ASK QUESTIONS FROM 01/20/2023 TO 02/03/2023 AND CHANGES THE CLOSING DATE FROM 01/31/2023 TO 02/14/2023.

QUESTIONS/RESPONSES

Q22. Will the County consider any modifications of the General Terms and Conditions?

R22. No, modifications to the General Terms and Conditions will not be accepted.

Q23. Will the County provide the proper antenna loading details for the new tower?

R23. Provided in Addendum 1 using the same antennas on the Existing Umatilla site, Antenna loading at the top. Microwave dishes and height was provided in the License provided.

Q24. Can the County provide the dimensions of the compound for the new site?

R24. See site plan provided for Station 14.

Q25. Please clarify the response to Addenda 1's R11. Is the County providing all new antennas, coax, connectors and hardware for the new tower? If not, what is the responsibility for the bidders, and is there a preferred manufacturer for the products?

R25. Yes, County is providing as stated.

Q26. Is the Motorola portion of work described in the relocation of the equipment considered to be in the 3 day work completion time frame?

R26. Motorola will be coordinated independently and was provided as information only. Motorola will need to be engaged in the Umatilla dismantling and new Station 14 installation and equipment turn-up. We gauged at a minimum one day turn down, one day relocate, and one

day for turn-up. If more time is necessary, the County will coordinate. Our goal would be to move as quickly as possible and feasible.

Q27. Has a Geotech been performed? If so, please provide a copy of this report.

R27. Copy provided for Station 14 construction. Any additional requirements would be the responsibility of the Contractor.

Q28. If clearing and grubbing is deemed necessary for better access to the site, who would be responsible for this? Should an alternate be made to include clearing and grubbing provided by Contractor?

R28. The Contractor should consider accomplishing within their quote.

Q29. Page 4 of the Scope of Work, Section 2.7 states that the tower loading will be similar to existing FS 112. It looks like the most recent tower analysis and proposed loading is for a 250' tower, per Exhibit K, pages 3 and 4. Do you want use to use that same loading but move it so that it is consistent with a 300' tower, basically move the loading up 50'? Or if we assume moving it up 50' do you want it at 125%?

R29. Please adjust accordingly for a 300' structure. Cellular should remain at the height identified in the addenda. All others should adjust i.e., top mount antennas remain top mount as designed at the existing Umatilla site. Microwave should be considered per the Microwave licenses provided.

ACKNOWLEDGEMENT

Firm Name: Clifton Tower Service, Inc

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Gerald Kyle Ingram*

Date: 2/14/2023 Click or tap to enter a date.

Print Name: Gerald Kyle Ingram

Title: President

Primary E-mail Address: kyle@cliftonstower.com

Secondary E-mail Address: samantha@cliftonstower.com

ATTACHMENT 1 – SUBMITTAL FORM

23-421

The undersigned hereby declares that: Clifton Tower Service has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE STATION 14 COMMUNICATIONS TOWER** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

TERM OF CONTRACT

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

INVOICING

As stated in EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS.

Vendor accepts MasterCard for payment: YES

CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

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

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

CERTIFICATION REGARDING EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS

I certify I have reviewed EXHIBIT D – ADDITIONAL TERMS AND CONDITIONS and accept as written.

YES

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

CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Kyle Ingram

CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional 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 Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

FEDERAL FUNDING REQUIREMENT

Not applicable.

RECIPROCAL VENDOR PREFERENCE

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Umatilla, Florida
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: 19925 CR-450, Umatilla, FL 32784 Main Office

GENERAL VENDOR INFORMATION

Firm Name: Clifton Tower Service
Street Address: 19925 CR 450
City: Umatilla State and ZIP Code: Florida 32784
Mailing Address (if different): P.O. Box 1118 Altoona, FL 32702
Telephone: 407-947-9456 Fax: N/A
Federal Identification Number / TIN: 59-3128811
DUNS Number: 06-591-6710

SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Gerald K Ingram

Date: 02/06/2023

Print Name: Gerald K Ingram

Title: President

Primary E-mail Address: kyle@cliftonstower.com

Secondary E-mail Address: samantha@cliftonstower.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

EXHIBIT B

Clifton Tower Service

The Contractor will furnish all labor, materials, tools, transportation, permitting, and equipment necessary to provide services to County. Services will be performed in accordance with the specifications listed and implied.

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for incorporation into the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

	Additional Services - Outside the Scope of FS14 Tower Project	Cost
1	<u>Guyed Tower Inspection (per Tower Site)</u> Check guy wire tension and plumb of the tower. Correct if minor. Inspect Tower for corrosion - clean minor surface rust and spray galvanize. Inspect Antenna and Brackets - Tighten and Plumb as necessary. Inspect Anchors. Inspect Grounding. Secure any loose items on the Tower and report findings.	\$3,600.00
2	<u>Tower Inspection (not guyed) (per Tower Site)</u> Visual inspection from the ground prior to climbing. Inspect Tower for corrosion - clean minor surface rust and spray galvanize. Inspect Antenna and Brackets - Tighten and Plumb as necessary. Inspect Anchors. Inspect Grounding. Secure any loose items on the Tower and report findings.	\$2,400.00
3	Hourly Rate for troubleshooting, repairs/maintenance, and/or modifications to the tower(s) or tower site(s)	\$150.00
	Percentage of Rate Directly attributed to cost of Wages	Percentage
	Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	30.00%

EXHIBIT C
FEMA AND FEDERALLY REQUIRED TERMS AND CONDITIONS

A. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

B. Federal Participation. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

C. Compliance with Federal Law, Regulations and Executive Orders. The CONTRACTOR will comply with all Federal law, regulations, executive orders, Federal Emergency Management Agency (FEMA) policies, procedures and directives. FEMA financial assistance will be used to fund all or a portion of this Agreement.

D. Procurement of Recovered Materials. In performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (a) Competitively within a timeframe providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price. Information about this requirement and the list of EPA designated items is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products>. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

E. DHS Seal, Logos and Flags. The CONTRACTOR shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

F. Civil Rights. The CONTRACTOR shall comply with the Florida Civil Rights Act of 1992, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, all implementing regulations of these statutes, Executive Order 11063, and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

G. Copeland Anti-Kickback Act and Davis-Bacon Act.

1. All transaction regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. part 5 may be applicable. The CONTRACTOR shall comply with 40 U.S.C. 3141-3144 and 3146-3148 and the requirements of 29 C.F.R. part 5 as applicable. CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, CONTRACTORS are required to pay wages not less than once a week. The CONTRACTOR must include the provisions of 29 C.F.R part 5.5(a)(1)-(10) in full in any subcontracts entered into for the completion of this agreement.
2. The CONTRACTOR shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement. The CONTRACTOR or sub-CONTRACTOR shall insert in any subcontracts the clause above and such other clauses as FEMA may be appropriate instruction require, and also a clause requiring sub-CONTRACTORS to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall

be responsible for compliance by any sub-CONTRACTOR or lower tier sub-CONTRACTOR with all of these contract clauses. A breach of contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and sub-CONTRACTOR as provided in 29 C.F.R. 5.12.

H. Byrd Anti-Lobbying Amendment. CONTRACTOR has executed the certification regarding lobbying, and such is considered attached to and incorporated within this Agreement. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. Changes Clause. The COUNTY and the CONTRACTOR acknowledge that to be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope. The parties agree that the prices, terms and conditions included within this Agreement remain for the duration for the entirety of this Agreement. In the event that a change is warranted, the parties will discuss and if agreed, a written amendment this Agreement and its attachments may be duly executed by each of the parties hereto.

J. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No CONTRACTOR or sub-CONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the CONTRACTOR and any sub-CONTRACTOR responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and sub-CONTRACTOR shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or sub-CONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-CONTRACTOR for unpaid wages and liquidated damages as provided in the clause

set forth in paragraph (2) of this section.

4. Subcontracts. The CONTRACTOR or sub-CONTRACTOR shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-CONTRACTORs to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any sub-CONTRACTOR or lower tier sub-CONTRACTOR with the clauses set forth in paragraphs (1) through (4) of this section.

K. Further Compliance with the Contract Work Hours and Safety Standards Act.

1. The CONTRACTOR or sub-CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
2. Records to be maintained under this provision shall be made available by the CONTRACTOR or sub-CONTRACTOR for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONTRACTOR or sub-CONTRACTOR will permit such representatives to interview employees during working hours on the job.

L. Suspension and Debarment.

1. This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. 180.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
2. The CONTRACTOR must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of the fact relied upon by COUNTY. If later determined that the CONTRACTOR did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C while this offer is valid and throughout the period of any contract that arises from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

M. Records.

1. The CONTRACTOR agrees to provide the COUNTY, FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

2. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy experts and transcriptions as reasonably needed.
3. The CONTRACTOR agrees to provide the FEMA Administrator or the FEMA Administrator's authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the COUNTY and the CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

N. Environmental Standards.

1. Clean Air Act. The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, 42 U.S.C., Section 7401, *et seq.* The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency (EPA) Regional Office. The CONTRACTOR shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA under this Agreement.
2. Federal Water Pollution Control Act. The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, *et seq.* The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office. The CONTRACTOR shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA under this Agreement.

O. Equal Employment Opportunity: During the performance of this Agreement, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-CONTRACTOR or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

P. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain

- telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, the CONTRACTOR and its sub-CONTRACTORS may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
- a. This clause does not prohibit CONTRACTORS from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
4. Reporting requirement.
- a. In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - b. The CONTRACTOR shall report the following information pursuant to paragraph 4.a of this clause:
 - i. Within one business day from the date of such identification or notification:
The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 5. Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

Q. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

- 1. For purposes of this clause:
 - a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

R. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3. Lobbying. The CONTRACTOR agrees to complete and provide to the COUNTY a Certification Regarding Lobbying, which shall be considered attached to and incorporated within the Agreement.