

EXHIBIT D – LAKE COUNTY WATER AUTHORITY ADDITIONAL TERMS & CONDITIONS

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DEFINITIONS

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

Contractor: The Vendor to whom award has been made.

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

Department: State of Florida Department of Transportation

LCWA: Lake County Water Authority, a dependent special taxing district of Lake County, Florida

Proposal: Any offer submitted in response to a solicitation.

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

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

INVOICES

Upon completion and acceptance of the work required in conjunction with this contract, Contractor shall email invoices to LCWA's using department an accurate invoice within 30 calendar days after delivery of each phase. Invoices shall reference the purchase order. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. LCWA will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate LCWA using department. LCWA will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

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.

LCWA RESPONSIBILITIES

A. Project Manager: LCWA will designate a LCWA staff member to act as LCWA Project Manager. It is agreed to by the parties that LCWA 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 about the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this

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Agreement. LCWA Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

B. LCWA will pay in accordance with the provisions set forth in this Agreement. LCWA 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.

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 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, 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 LCWA. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation 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 LCWA. CONTRACTOR will immediately notify LCWA 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 LCWA 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 LCWA.

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 LCWA 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.

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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 do and proper effort to execute the work in the manner prescribed in the agreement documents. When LCWA determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged and will not again be employed without the written consent of LCWA. Should CONTRACTOR fail to remove such person or persons, LCWA may withhold all payments which are or may become due or may suspend the work with approval of LCWA until such orders are complied with. No alcoholic beverages or drugs are permitted on any LCWA 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 CONTRACTOR during the term of this agreement; 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 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 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 site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from LCWA. The superintendent will supervise all trades, direct all Service activities, establish, and maintain installation schedules, and provide LCWA Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of LCWA, 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. 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, always while the work is being performed. In the event LCWA determines ID badges are necessary, LCWA 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.

F. Employee Documentation: If required by LCWA for a Service, CONTRACTOR will provide LCWA Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information

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will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period. 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 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 LCWA 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 LCWA facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to CONTRACTOR.

H. Background Check: All personnel, subcontractors, and representatives of 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 LCWA Project Manager prior to any work starting. LCWA Project Manager will notify CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

H. Leave Reporting and Project Completion: CONTRACTOR will immediately contact LCWA Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for LCWA. CONTRACTOR will contact LCWA 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 completion, CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

I. Subcontractors:

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

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.

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

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

J. Emergency Contact: Dependent on LCWA needs, CONTRACTOR will have a responsible person available at, or reasonably nearby, 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 LCWA Project Manager, the phone

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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.

K. Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from LCWA, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR will contact LCWA 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 LCWA 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.

SAFETY

A. 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 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.

B. 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 LCWA 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 LCWA.

C. LCWA may periodically monitor the work site for safety. Should there be safety or health violations, LCWA 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 LCWA, work will be shut down immediately upon notice and will not resume until the unsafe condition has been remedied.

D. Should the work site be in a hazardous area, LCWA will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets (SDS), or any other information that would assist CONTRACTOR in the planning of a safe work site.

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

F. 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.

G. CONTRACTOR will be responsible for the removal of all surplus material and debris from the site at the end of each workday. All costs associated with clean-up and debris removal will be

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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 LCWA.

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

I. CONTRACTOR will confine all equipment, materials and operations to the 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.

J. CONTRACTOR is responsible for notifying LCWA of any hazardous materials used on the work site and providing LCWA a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by CONTRACTOR will be reported immediately to LCWA 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 LCWA 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 LCWA. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact LCWA 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:

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

FACILITIES PROVISIONS

A. Underground Utilities: Any required 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 because of the work being performed by

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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 LCWA 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 LCWA 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 LCWA so requests, 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 LCWA, 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 LCWA, 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 LCWA 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 LCWA's later rejection when such defect is discovered, nor obligate LCWA 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, LCWA rejects any portion of the work on the grounds that the work or materials are defective, LCWA will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, LCWA may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by LCWA. LCWA 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, LCWA may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by LCWA, 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 LCWA. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance attributable to the exercise by LCWA of LCWA's rights and remedies hereunder.
- v. If CONTRACTOR fails to honor the change order, LCWA may terminate this Agreement. In the event LCWA Project Manager finds the materials or the finished product in which the

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materials are used and not within reasonably close conformity to the specifications, LCWA Project Manager will then make a determination if the work will be accepted and remain in place. In this event, LCWA 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 LCWA 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.

SERVICE MATERIALS AND STORAGE

A. Unless otherwise specified within the agreement documents, all materials to be used to complete work, 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) LCWA 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 LCWA, 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 Safety Data Sheet to LCWA 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.

TIME FOR COMPLETION AND EXTENSIONS

A. A written notice to proceed or a Purchase Order with instruction is required for CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done 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 because of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR'S fault or neglect, CONTRACTOR will notify LCWA 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.

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C. If CONTRACTOR complies with the 24-hour notice requirement, LCWA will ascertain the facts and the extent of the delay being claimed and recommend an extension to the agreement time when, in LCWA's sole judgment, the findings of fact justify such an extension. CONTRACTOR will cooperate with LCWA'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 LCWA, must be authorized by written change order.

CHANGES IN THE SCOPE OF SERVICES

A. LCWA may, by written change order, in accordance with LCWA Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for LCWA 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. Both LCWA 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 LCWA 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 LCWA. If CONTRACTOR disagrees with LCWA'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 LCWA. In such case, CONTRACTOR will keep and present to LCWA an itemized accounting together with appropriate supporting data.

C. LCWA will not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with LCWA 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 project by CONTRACTOR.

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CLAIMS AND DISPUTES**

A. Claims by CONTRACTOR will be made in writing to LCWA within two 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 Agreement entitled “Changes in Work.”

B. CONTRACTOR will proceed diligently with its performance as directed by LCWA, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by LCWA in writing. LCWA 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:

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

If the claim is not resolved, LCWA 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 LCWA declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

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

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

No claim for damages or any claim other than for an extension of time will be made or asserted against LCWA 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 LCWA. 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 LCWA. 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.

ACCEPTANCE OF THE WORK AND FINAL PAYMENT

The work and services rendered under this Agreement will remain the property of 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 LCWA and will comply 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.

FINAL INSPECTION

When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has been satisfactorily completed, LCWA will make the final

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inspection. The final inspection will be completed within five business days of receipt of notification from CONTRACTOR. LCWA will notify CONTRACTOR, if necessary, of any deficiencies, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

MAINTENANCE OF WORK

CONTRACTOR will maintain all work in as-new condition until the final inspection is completed and the work is accepted by LCWA. All insurance will be maintained until final acceptance by LCWA.

FINAL ACCEPTANCE

When work or any portion thereof, as designated by LCWA, is ready for its intended use, LCWA and any other invited parties will inspect to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. LCWA 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 LCWA 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 LCWA, a final invoice will be prepared by CONTRACTOR and submitted with Exhibit E – Final Payment Affidavit. 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 LCWA, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by LCWA alone does not constitute final acceptance.

WAIVER OF CLAIMS

CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by CONTRACTOR against LCWA arising out of the Agreement or otherwise related work, 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 LCWA will be deemed a waiver of LCWA's rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by LCWA at the time of final inspection.

TERMINATION OF CONTRACTOR'S RESPONSIBILITIES

This Agreement will be considered complete when all work has been completed and accepted by LCWA and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT

LCWA 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

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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 LCWA.

WARRANTIES

A. All warranties will begin on the date of LCWA's acceptance 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 LCWA all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated.

B. CONTRACTOR warrants to LCWA 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 LCWA 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 LCWA 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 LCWA. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to LCWA. 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 LCWA 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 LCWA.

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to LCWA, within five (5) calendar days after LCWA 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, LCWA may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a LCWA vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of LCWA within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, LCWA 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 LCWA 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, LCWA may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. LCWA and CONTRACTOR recognize that, since time is of the essence for this Agreement, LCWA will suffer financial loss if the work is not completed within the time specified. LCWA will be entitled to assess Liquidated

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Damages, not a penalty, for each calendar day. Work will be deemed to be completed on the date the work is considered complete to the satisfaction of LCWA. 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 LCWA’s actual damages at 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. LCWA will retain from the compensation to be paid to CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing work within the time specified, LCWA may require CONTRACTOR to stop work on any other project or service to LCWA until the work specified in this Agreement is complete and the Liquidated damages Sum is satisfied.

SANITATION

If work does not involve interior work, CONTRACTOR will be required to provide and maintain adequate sanitary conveniences for the use of persons employed. These conveniences will be always maintained without nuisance, and the use will be strictly enforced. The location of these conveniences will be subject to LCWA Project Manager’s approval. All such facilities will be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

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 LCWA’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 LCWA by other agencies having jurisdiction, 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

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RETAINING OTHER CONTRACTORS

Nothing herein will be deemed to preclude LCWA 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 work provided under this Agreement. While LCWA has listed all major items which are utilized by LCWA's offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by LCWA during the term of this Agreement. Under these circumstances, a LCWA representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. LCWA reserves the right to award these ancillary items to CONTRACTOR, another vendor, or to acquire the items through a separate solicitation.

ACCURACY

During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all work furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions, or other deficiencies in resulting from work provided herein.

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 LCWA Holidays, unless permission to work has been requested in writing by CONTRACTOR and approval, in writing, has been granted by LCWA. Request for permission to work must be received by LCWA 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 would apply. LCWA 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 LCWA facilities, LCWA operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, LCWA may assess CONTRACTOR the sum of \$250.00 per person per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

PROTECTION OF PROPERTY

A. All existing structures, utilities, services, roads, trees, shrubbery, and property in which LCWA has an interest will be protected against damage or interrupted services at all times by CONTRACTOR during the term of this Agreement, and CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of LCWA which is damaged by reason of CONTRACTOR'S operation on the property. In the event CONTRACTOR fails to comply with these requirements, LCWA reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items damaged because 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 CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of LCWA.

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B. If work is to be completed within LCWA facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any LCWA facility, whether interior or exterior, damaged by reason of CONTRACTOR’S operation within the property. In the event CONTRACTOR fails to comply with these requirements, LCWA 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 LCWA, 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 LCWA.

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

RISK OF LOSS/ACCIDENT NOTIFICATION

CONTRACTOR assumes the risk of loss of damage to LCWA’s property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to LCWA. CONTRACTOR will immediately repair, replace, or make good on the loss or damage without cost to LCWA, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. If while completing work as part of this Agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform LCWA 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 LCWA.

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