



CONTRACT NO. 25-443A

For

**Emergency Waterway Debris Removal for Lake County Water Authority (LCWA)**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Native Land and Tree, Inc.** (hereinafter "Contractor") to supply **Emergency Waterway Debris Removal** to the LCWA pursuant to County Bid number 25-443, with an opening date of 7/10/2025, and Contractor's Bid response dated 6/30/2025, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor

Attachment 2 – Pricing Sheet

Addendum 1 – posted on 06/25/2025

Addendum 2 - posted on 06/27/2025

Addendum 3 – posted on 07/03/2025

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – Lake County Water Authority General Terms and Conditions

Exhibit D – Lake County Water Authority Additional Terms and Conditions

Exhibit E – Federally Required Contract Clauses

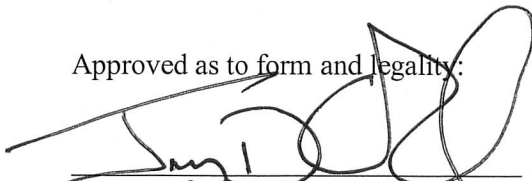
No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/27/2025 through 8/26/2026**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the Lake County Water Authority. This Contract provides for two (2) two (2) year renewals at Lake County Water Authority's sole option at the terms noted in the Bid.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

Approved as to form and legality:

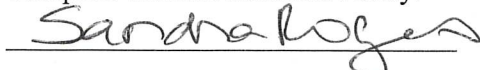
  
\_\_\_\_\_  
Attorney for LCWA

Lake County Water Authority

  
\_\_\_\_\_  
Bobby Bonilla, Executive Director

Date: 8-27-25

Complies with Procurement Policy:

  
\_\_\_\_\_  
Sandra Rojas



The undersigned hereby declares: NATIVE LAND AND TREE, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **EMERGENCY WATERWAY DEBRIS REMOVAL** 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.

#### **1.0 TERM OF CONTRACT**

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

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

#### **2.0 PAYMENT**

Contractor shall email [LCWAinvoices@lakecountyfl.gov](mailto:LCWAinvoices@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. 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. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY WATER AUTHORITY TERMS AND CONDITIONS**

I certify that I have reviewed and accept the Lake County Water Authority General Terms and Conditions dated 5/6/24 as written including the Proprietary/Confidential Information section.  
YES

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

#### **4.0 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

#### **5.0 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. BUFFY TUCCI

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. 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 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

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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 N/A and enter effective date 6/30/2025 to date 6/30/2025

**8.0 ANTITRUST VIOLATOR VENDOR LISTS**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**9.0 FEDERAL FUNDING REQUIREMENT**

9.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): HZR9P6J194D6

**10.0 LOCAL VENDOR PREFERENCE – N/A**

**11.0 GENERAL VENDOR INFORMATION**

Firm Name: NATIVE LAND AND TREE, INC

Street Address: 9422 NUMBER TWO ROAD

City: HOWEY IN THE HILLS State and ZIP Code: FL, 34737

Mailing Address (if different): Click or tap here to enter text.

Telephone: 352-266-7970

Purchase Order Email Address: NATIVELAND22@GMAIL.COM,  
DAVIDNLT23@GMAIL.COM

Federal Identification Number / TIN: 43-2058595

**12.0 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: *DAVID TUCCI*

Date: 06/30/2025

Print Name: DAVID TUCCI

Title: PRESIDENT

Primary E-mail Address: NATIVELAND22@GMAIL.COM

Secondary E-mail Address: DAVIDNLT23@GMAIL.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.

*[The remainder of this page is intentionally blank]*

**NATIVE LAND AND TREE, INC.**

**SAVE AND SUBMIT AS AN EXCEL FILE**

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide services as stated or implied in *Exhibit A*. Contractor will account for mobilization / demobilization along with all equipment and/or chemicals the contractor deems necessary to remove the obstructions listed in this form and calculate it in to the proposed price. Services will be performed in accordance with the specifications listed and implied. This is an indefinite quantity contract with no guarantee use of services.

**Alterations to locked cells may result in disqualification of submission.**

Item #	Description	Unit of Measure	Unit Price	Holidays or Weekend Price
1	Mobilization and Demobilization fee:	Each	\$1,250.00	\$2,400.00
2	Cut & relocate trees under 12" diameter	Each	\$2,100.00	\$3,100.00
3	Cut & relocate trees over 12" to 24" diameter	Each	\$3,600.00	\$4,600.00
4	Cut & relocate trees over 24" to 36" diameter	Each	\$5,100.00	\$6,100.00
5	Cut & relocate trees over 36" diameter	Each	\$6,600.00	\$7,600.00
6	Loading, hauling, disposal, and disposal of vegetation to final destination	CY	\$25.00	\$32.50
Emergency 24-Hour Phone Number:				

**The following information is required for price redetermination consideration.**

Enter type of fuel used: <b>Diesel or Gasoline</b>	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	33.50%
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?	33.50%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	33.00%
<b>Must equal 100%</b>	<b>100.00%</b>

LCWA 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 the project.

LCWA will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. Billable time will be for service work performed.



REAL FLORIDA • REAL CLOSE

Office of Procurement Services

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

**SOLICITATION:** Emergency Waterway Debris Removal

06/25/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

Q1. Approximately how many acres is this job or footage?

- A. **This is an on-call, as-needed contract for vendors to provide emergency and non-emergency waterway debris removal services as requested by the LCWA Project Manager at any waterway location within Lake County.**

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**ACKNOWLEDGEMENT**

Firm Name: Native Land and Tree, 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: *David Tucci*

Date: 7/9/2025

Print Name: David Tucci

Title: President

Primary E-mail Address: Nativeland22@gmail.com

Secondary E-mail Address: DavidNLT23@gmail.com



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**SOLICITATION:** Emergency Waterway Debris Removal

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**QUESTIONS/RESPONSES**

Q2. Who is the incumbent, and how long has the incumbent been providing the requested services?

A. There is no active contract.

Q3. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

A. See bid document's Method of Award. The vendor(s) is required to respond provide emergency waterway debris removal within the timeline required in the Scope of Work.

Q4. Are any specific professional credentials required to qualify for the contract?

A. See bid document.

Q5. Are there any superseding prior agreements that may impact the contract?

A. No.

Q6. When/what was the most recent event that precipitated the activation of the existing or current contract?

A. Unknown.

Q7. Approximately how many cubic yards of debris were collected from the most recent event?

A. Unknown.

Q8. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

A. Unknown.

Q9. How many times has the incumbent's services been utilized in the previous five years?

A. Unknown.

Q10. Please reconfirm the due date for this procurement by providing it in response to answers to questions.

A. See bid document.

Q11. If there was a previous solicitation for these services, what was its title, number, release date and due date?

A. Not applicable to this solicitation.

Q12. Why has this bid been released at this time?

A. Not applicable this solicitation.

Q13. When is the anticipated contract start date?

A. See Attachment 1, Section 1, Term of Contract.

Q14. When is the anticipated award date?

A. After all bids are received, evaluated, and a recommendation of award has been made.

Q15. Can you please provide greater details regarding your bid bond and/or performance bond requirements related to this contract? For example, what is required with the proposal, and what is required to comply during the term of the contract?

A. Not applicable to this solicitation.

Q16. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

A. Vendors shall submit pricing as stated in the pricing page. Alterations to locked cells may result in disqualification of submission. All pricing submitted shall be FEMA compliant. Lump sum pricing will not be considered.

Q17. Describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?

A. Not applicable to this solicitation.

**ADDITIONAL INFORMATION**

Vendors shall change the following: ITB Section 5.0, Site Visit:

Vendors are advised to visit the site of the proposed work and become familiar with conditions affecting the work to be done or the equipment, materials, and labor required. Sites are active work locations and Vendors must not interfere with the operations of that site. ~~Contact the Contracting Officer listed in Section Error! Reference source not found., to schedule a site visitation.~~

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**ACKNOWLEDGEMENT**

Firm Name: Native Land and Tree, 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: *David Tucci*

Date: 7/9/2025

Print Name: David Tucci

Title: President

Primary E-mail Address: Nativeland22@gmail.com

**ADDENDUM NO. 2**

**25-443**

Secondary E-mail Address: Davidnlt23@gmail.com



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**SOLICITATION:** Emergency Waterway Debris Removal

07/03/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

- Q18. Has the LCWA determined which landfill(s) can be used? If so, please provide locations.
- A. For non-emergencies (non-FEMA related), Lake County Central Florida Drop-Off, 13130 County Landfill Road, Tavares, Florida 32778.
- Q19. Has the County determined where possible Debris Management Site (DMS) will be? If so, please provide locations?
- A. Lake County is in the process of solidifying a Debris Management Plan which, when completed, will include approved Debris Management Site locations. Until this plan has been approved, there is no definitive site that can be pointed to.
- Q20. Will annual contract price increases based on Consumer Price Index (CPI) be allowed?
- A. See Exhibit C, Price Redeterminations (page 10 of 16)
- Q21. Does the LCWA have a monitoring firm contracted? If so, which monitoring firm?
- A. Unknown at this time.
- Q22. If the LCWA cannot provide answers to the questions 3 business days prior to July 10<sup>th</sup>, would the County consider pushing back the due date to accommodate updates per the addendum?
- A. This request will not be considered.
- Q23. Can the LCWA confirm and clarify the requirements for the Subcontractor "Florida Active License Number" on the Team Composition Form? It is unclear what type of license this is for.
- A. Firms shall submit their proposed sub-contractor's Florida active license number, if any.
- Q24. Can the LCWA confirm whether compliance to the technical specifications outlined in Exhibit A (Scope of Work) will be evaluated based on the required submittal documents (e.g., pricing sheet, equipment list, and team composition) or if the LCWA expects vendors to submit a separate narrative or formal proposal addressing the technical requirements?
- A. See ITB's Section 7.0, Method of Award.

Q25. Section Contractor Personnel, Subsection M of Exhibit D mentions a Final Payment Affidavit. Can that be provided?

A. See Exhibit F.

Q26. Could you please clarify whether this should be priced for land-based or marine-based operations?

A. Pricing should be based off the scope of work and the pricing sheet.

Q27. Would the LCWA be open to allowing separate line items for land-based and water-based operations?

A. Pricing shall be submitted per FEMA requirements. The LCWA has a tree and debris removal contract on land covered through separate contracts. However, if there is a tree in the water that can be actively accessed by land, the pricing would remain the same as outlined. All pricing should be calculated as water-based tree removal services.

Q28. Can the LCWA confirm that tipping/disposal fees, if necessary, will be treated as a direct pass-through expense, meaning the Contractor pays for disposal and invoices the LCWA at direct cost without mark-up?

A. Disposal fees shall be paid to Contractor at cost. The original disposal fee invoice paid by Contractor is required to be submitted with invoices in order to be reimbursed.

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**ACKNOWLEDGEMENT**

Firm Name: NATIVE LAND AND TREE, 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: *DAVID TUCCI*

Date: 7/9/2025

Print Name: DAVID TUCCI

Title: PRESIDENT

Primary E-mail Address: NATIVELAND22@GMAIL.COM

Secondary E-mail Address: DAVIDNLT23@GMAIL.COM

**EMERGENCY WATERWAY DEBRIS REMOVAL****1. BACKGROUND**

Contractor(s) shall be responsible for non-emergency debris removal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, Contractor(s) shall possess sufficient experience in the services during the preparation, response, recovery, and mitigation phases of potential emergency situations and disasters. Consequently, Contractor(s) shall have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical under non-emergency waterway debris removal.

The Lake County Water Authority (LCWA) is responsible for maintaining the safe navigation of Lake County's waterways. The Lake County Board of County Commissioners (BOCC) manages the practical application of this mission for the LCWA, therefore, Lake County Board of County Commissioners staff will hold the role of designee for the LCWA Project Manager.

The scope of work is not specific to Federally declared disasters and may be utilized to support the Lake County Water Authority's efforts in response to local or regional events that may not meet Federal funding thresholds. There will be specific requirements that relate to declared emergencies for the purpose of adhering to FEMA requirements for reimbursement. It should be assumed that the LCWA will seek reimbursement after any declared emergency. It will be the responsibility of the awarded contractor to submit the necessary information to qualify for that reimbursement.

This is an indefinite quantity contract with no guarantees that services will be required. The LCWA does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State and Local laws.

**2. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
- 2.2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
- 2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill at no additional cost.
- 2.4. Provide a neat and clean in appearance dress code for Contractor's employees that consist of a shirt with company name, pants, and work shoes/boots.
- 2.5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
- 2.6. Be fully competent in all aspects of waterway maintenance including tree removal, obstruction removal, and debris/vegetation removal and operate projects in a safe manner while employing only skilled, qualified workers.

## EMERGENCY WATERWAY DEBRIS REMOVAL

- 2.7. Have knowledge and experience with Federal Emergency Management Agency (FEMA) requirements related to marine waterway cleanup, and success with reimbursements with FEMA. All work will be performed in full compliance with regulatory agency requirements and consistent with the most current Federal Emergency Management (FEMA) requirements for cost reimbursement for debris collection, management, removal and disposal, or if applicable, another grant funding source.
- 2.8. Have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.
  - 2.8.1. 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.
- 2.9. Comply with all laws, ordinances, and regulatory requirements applicable to complete project. Tasks which require specific licensing requirements (i.e. aquatic herbicide) shall only be performed by fully qualified staff operating under the required license.
  - 2.9.1 Contractor shall verbally or digitally respond to emergency waterway maintenance requests within one (1) hour of verbal/phone notification by LCWA staff.
  - 2.9.2 Work must begin mobilizing within two (2) hours of notification, or as directed/agreed to by the LCWA Project Manager. Contractor shall provide all necessary equipment, work operations, safety equipment, and personal protective equipment required to prevent damage, injury or loss to persons or property.
  - 2.9.3 During “after-hours”, weekends, and/or holidays the response time requirements in this section shall still be in effect. (see Pricing Sheet). As this is an emergency service, contractors shall make themselves available at all times.
- 2.10 Adhere to all safety protocols and provide appropriate equipment to prevent injury, loss, or damage to persons or property.
- 2.11 Ensure environmental protections as stipulated within any regulatory entity’s permitting are properly adhered to.
- 2.12 Monitor hazardous conditions including, but not limited to, trees within or over the top of overhead electrical lines and handle such situations with appropriate care.
- 2.13 Not remove, change, obstruct, damage, or make fast to any aid to navigation.
- 2.14 Must have verbal Work Order before beginning work on any project. Contractor will review the Work Order before beginning work and will bring to the Project Manager’s attention any problem or discrepancies with the type or quantities of work to be performed. If during the course of completing the project, the Contractor sees that an estimated quantity will be exceeded, it is the responsibility of the Contractor to notify the Project Manager, and the Contractor must receive approval from the Project Manager to exceed the estimated quantity. Once a Work Order is completed, the Contractor will notify the Project Manager for inspection of the project.
- 2.15 Contractor and Project Manager will agree on the final quantities and the Contractor will submit an invoice for the completed quantities. In the event of a disagreement, the Project Manager’s determination regarding the matter will be final.

## EMERGENCY WATERWAY DEBRIS REMOVAL

- 2.16 Leave the worksite in a clean and safe manner at the end of each project or workday.
- 2.17 Contractor shall not be entitled to any additional compensation for work performed without approval from the LCWA.
- 2.18 Contractor will be responsible for completing the work in a timely manner. At minimum the waterway shall be navigable (passable by boat) before the contractor leaves the site. If the Project Manager and the contractor agree to a specific timeline for completion, this timeline must be adhered to. Failure to do so shall result in an assessment of Liquidated Damages (see *Section 5. Liquidated Damages*).
- 2.19 Maintaining navigation safety: All waterways are public, and provided this the Contractor shall maintain proper safeguards to preserve public safety. In the event that the Contractor wishes to close a waterway for a certain period of time, the Contractor shall be responsible for contacting the Project Manager to coordinate installation of the appropriate signage at the nearest ramp and shall restrict access through the closed area appropriately. If it becomes necessary to close the waterway to navigation for an extended period due to an unforeseen hazard, the Contractor must notify the Project Manager immediately.
- 2.20 Contractor shall confine its storage and other activities related to the work to the area(s) designated by the Project Manager. The Contractor shall be responsible for coordinating any equipment. Contractor shall provide site security.
- 2.21 During non-declared emergencies, pictures and pictures of measurements shall be provided to the Authority before any invoice shall be processed. Failing to provide pictures as evidence may invalidate the Authority's trust in the size or number of trees being removed (see pricing sheet).

### 3. SCOPE OF WORK

Contractor shall perform the following tasks as directed by the Project Manager:

- 3.1. Contractor shall cut & relocate and/or remove trees & stumps, debris, vegetation, or other navigational obstructions which impede public navigation from all waterways in Lake County as directed by LCWA Project Manager.
- 3.2. The clearing and/or cut & relocation, or removal of trees shall be accomplished by and safely lowering to the ground, suitable sized sections of limbs and trunks, starting at the top and working progressively toward the lower base of the tree.
- 3.3. Cuts shall be completed in a manner that will prevent fire, rapid, and uncontrolled descent of the portion being removed.
- 3.4. Communicate with the LCWA Project Manager on the haul-off disposal or relocation of the material.
  - 3.4.1. If the LCWA Project Manager agrees to relocate of the material, all material that is relocated shall be placed far enough back from the water way to prevent it from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby lands are sufficient for this purpose, the material may be placed back in the vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable waterway.

## EMERGENCY WATERWAY DEBRIS REMOVAL

- 3.4.2. Only the LCWA Project Manager can authorize an area for relocation. The LCWA Project Manager must be able to review the precise location of the relocation prior to any offloading. If there are no appropriate areas to relocate the material, the contractor MUST haul the material offsite.
  - 3.4.3. If the LCWA Project Manager agrees to hauling away material, any material hauled away will be expressly detailed to the Project Manager of the location and method of removal/disposal.
  - 3.4.4. The contractor shall be responsible for all the equipment necessary for hauling off material and should include such equipment in their pricing.
  - 3.5. It is not acceptable to cut the debris and let it sink, or to cut the debris and push it or tie it along the waterway in a manner that may further impede the waterway in either higher or lower periods of water.
  - 3.6. All underbrush, including but not limited to, low growing shrubs, bushes, wild grasses, vines, and weeds shall be removed within the determined work area as specified by the Project Manager.
  - 3.7. The Contractor may take possession and ownership of any contracted trees and stumps. In these instances, the trees and stumps must be removed from the waterway and hauled away at no cost to the Authority.
  - 3.8. The Contractor shall provide Project Manager, at the end of each work period, with a complete report which must be received, reviewed, and approved before any payments will be processed.
  - 3.9. Complete each project within the timeframe specified by the Project Manager.
  - 3.10. If debris removal requires transport to a landfill, the Contractor must request written consent from the Project Manager and provide landfill tickets and photos of the debris for verification.
  - 3.11. When removing excessive vegetation such as tussocks from the waterways:
    - 3.11.1. Method of removal will be discussed with and approved only by the LCWA Project Manager.
    - 3.11.2. Method of material measurement will be estimated cubic yards of wet material. (see Pricing Sheet)
    - 3.11.3. Contractor will only perform activities discussed with the LCWA Project Manager and if any means of removal becomes necessary beyond the agreed upon method, the contractor will halt work until the LCWA Project Manager has reviewed and approved the alternate method. *For instance, if the contractor is instructed to mechanically remove vegetation immediately but the contractor states that there must be an herbicide treatment one week before removal, the contractor must gain the approval of the LCWA Project Manager before the herbicide application.*
4. EMERGENCY SERVICES

## EMERGENCY WATERWAY DEBRIS REMOVAL

- 4.1. During declared emergencies by Federal, State, or Local Municipality (e.g., hurricanes, weather events, disasters, etc.) the LCWA shall be “first priority” for waterway maintenance services as a matter of public safety.
  - 4.2. Contractor shall be notified by the LCWA of the declared emergency and will be instructed to stay on “standby” for immediate response as soon as it is safe to do so.
  - 4.3. Specific Contractor requirements for documentation during declared emergencies to qualify for FEMA related reimbursement:
  - 4.4. Pictures of before and after must be taken on-site.
    - 4.4.1. Pictures of debris removal and disposal must have pictures associated with the disposal that either matches the landfill or emergency debris site ticket.
    - 4.4.2. Pictures taken must have intact meta-data that includes time and GPS coordinates.
    - 4.4.3. GPS coordinates must be documented of the specific location the removal is taking place.
  - 4.8. Measurements of debris must be documented in cubic yards.
  - 4.9. Contractor will additionally submit a list of equipment that was used in the removal of the debris, inclusive of equipment used to haul away material.
  - 4.10. Contractor will submit the start time and a completion time for each removal that should roughly correlate with the meta-data contained in the pictures taken.
  - 4.11. Contractor agrees to provide services to the LCWA on a first priority basis.
  - 4.12. Contractor agrees to contractual pricing for services required during an emergency.
  - 4.13. Contractor shall furnish a twenty-four (24) hour phone number in the event of an emergency.
  - 4.14. Contractor shall adhere to specific project timelines with no deviation unless expressly granted by the LCWA Project Manager.
  - 4.15. Contractor shall verbally or digitally respond to emergency waterway maintenance requests within one (1) hour of verbal/phone or electronic notification by LCWA Project Manager.
4. EQUIPMENT
- 4.1. Contractor shall furnish equipment (boats, cranes, chainsaws, etc) and quantity to perform the work satisfactorily within the specified time.
  - 4.2. Equipment shall be in good, safe working order and properly maintained to protect the operator and the public.
  - 4.3. Safety devices installed by the manufacturer shall be in place and in proper working order.
  - 4.4. Equipment used by the Contractor is subject to inspection by the LCWA Project Manager.

**EMERGENCY WATERWAY DEBRIS REMOVAL**

- 4.5. Equipment on side deemed by the LCWA Project Manager to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at his/her expense the sameday of the LCWA’s determination.
- 4.7. Contractor will be responsible for factoring in the use of any equipment necessary, rentals included, for the clearing of the waterways in their pricing (see pricing sheet).

**5. LAKE COUNTY WATER AUTHORITY RESPONSIBILITIES**

- 5.1. LCWA will:
- 5.2. Reserve the right to award to one or more contractor.
- 5.3. Reserve the right to add or remove services in conjunction with the LCWA’s needs.
- 5.4. As stated in Exhibit D.
- 5.5. Reserve the right to dismiss Contractor’s staff from project for disorderly conduct or unsatisfactory performance in accordance with contract specifications.
- 5.6. Inspect each project upon completion and notify Contractor of any deficiencies.
- 5.7. Reserves the right to have staff present and monitoring through the duration of the work as deemed necessary by the Project Manager. The presence of LCWA staff will not relieve the contractor from any of the responsibilities as outlined in this scope.

**6. LIQUIDATED DAMAGES**

Lake County Water Authority and the Contractor recognize that, since time is of the essence during the term of the contract, for the public’s safety, and the LCWA will suffer loss if the work is not completed within the time specified in Exhibit A, Scope of Work. The LCWA will be entitled to assess liquidated 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 Project Manager. 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 set forth in the following table:

<b>Service/Project Amount</b>	<b>Daily Charge (Per Calendar Day)</b>
\$5,000 and under	\$250
Over \$5,000 but less than \$10,000	\$500
\$10,000 or more but less than \$20,000	\$750
\$20,000 or more but less than \$30,000	\$1,000
\$30,000 or more but less than \$40,000	\$1,250
\$40,000 or more but less than \$50,000	\$1,500
\$50,001 or more	\$1,750

**EXHIBIT A – SCOPE OF WORK  
EMERGENCY WATERWAY DEBRIS REMOVAL**

**25-443**

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the Lake County Water Authority (LCWA), 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 LCWA, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. 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 LCWA prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the LCWA's Project Manager and County 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.).

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

B. LCWA and its Board, 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 LCWA of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the LCWA, 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 LCWA.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with the LCWA 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 holders must be:  
LAKE COUNTY WATER AUTHORITY  
27351 FL SR-19  
TAVARES, FL 32778

G. All self-insured retentions will appear on the certificates and will be subject to approval by the LCWA. At the option of the LCWA, 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 LCWA 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 LCWA 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 contract and may result in termination of the contract for default.

K. Neither approval by the LCWA 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.

*[The remainder of this page is intentionally left blank.]*

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

DEFINITIONS ..... 2

INSTRUCTIONS TO VENDORS ..... 2

PREPARATION OF PROPOSALS ..... 3

COLLUSION ..... 4

PROHIBITION AGAINST CONTINGENT FEES ..... 4

CONTRACTING WITH LCWA EMPLOYEES ..... 4

INCURRED EXPENSES ..... 4

AWARD ..... 4

GRANT FUNDING ..... 5

STATE REGISTRATION REQUIREMENTS ..... 5

PRIME CONTRACTOR ..... 5

SUBCONTRACTING ..... 5

DISADVANTAGED BUSINESSES ..... 5

GENERAL CONTRACT CONDITIONS ..... 5

GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL ..... 6

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES ..... 6

CONTRACT EXTENSION ..... 6

MODIFICATION OF CONTRACT ..... 6

ASSIGNMENT ..... 6

NON-EXCLUSIVITY ..... 6

OTHER AGENCIES ..... 7

CONTINUATION OF WORK ..... 7

WARRANTY ..... 7

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR ..... 7

LCWA IS TAX-EXEMPT ..... 7

SHIPPING TERMS, F.O.B. DESTINATION ..... 7

ACCEPTANCE OF GOODS OR SERVICES ..... 7

ESTIMATED QUANTITIES ..... 8

PURCHASE OF OTHER ITEMS ..... 8

SAFETY ..... 8

SAFETY DATA SHEETS (SDS) ..... 9

TOBACCO PRODUCTS ..... 9

CLEAN-UP ..... 9

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES ..... 9

TRUTH IN NEGOTIATION CERTIFICATE ..... 9

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS ..... 9

RESPONSIBILITY AS EMPLOYER ..... 10

PRICE REDETERMINATIONS ..... 10

INDEMNIFICATION REQUIREMENTS ..... 10

TERMINATION FOR CONVENIENCE ..... 11

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING ..... 11

TERMINATION FOR DEFAULT ..... 11

FRAUD AND MISREPRESENTATION ..... 11

RIGHT TO AUDIT ..... 11

PROPRIETARY/CONFIDENTIAL INFORMATION ..... 12

PUBLIC RECORDS LAW ..... 12

COPYRIGHTS ..... 13

SOVEREIGN IMMUNITY ..... 13

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND**

**CONDITIONS v.05.06.2024**

COMPLIANCE WITH FEDERAL STANDARDS ..... 14  
E-VERIFY..... 14  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)..... 14  
FORCE MAJEURE..... 14  
NO CLAIM FOR DAMAGES ..... 14  
CERTIFICATION REGARDING SCRUTINIZED COMPANIES ..... 14  
FOREIGN GIFTS AND CONTRACTS ..... 15  
ANTI-TRAFFICKING RELATED ACTIVITIES..... 15  
NOTICES ..... 16

**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

**Lake County:** Lake County Board of County Commissioners

**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.

**INSTRUCTIONS TO VENDORS**

- A. Vendor Qualification: The LCWA requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
  2. Disclosure of Ownership.
  3. Drug-Free Workplace.
  4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
  5. Americans with Disabilities Act (ADA).
  6. Conflict of Interest.
  7. Debarment Disclosure Affidavit.
  8. Compliance with Section 288.0071, Florida Statutes, Economic Incentives to Foreign Entities of Concern.
  9. Nondiscrimination.
  10. Family Leave.
  11. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, 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 be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors’ Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the LCWA, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final LCWA action, Vendors will

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

not discuss any part of the solicitation with any employee, agent, or other representative of the LCWA or Lake County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.
- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by LCWA will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.
- J. Improper Payment Requests and Invoice Disputes: Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

**PREPARATION OF PROPOSALS**

- A. Any Vendor assisting in the development of a scope of work or services will not be allowed to participate in any solicitation.
- B. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- C. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- D. An authorized agent of the Vendor's firm must sign the Proposal. The LCWA may reject any Proposal not signed by an authorized agent.
- E. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The LCWA reserves the right to allow for clarification of questionable entries and the

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

correction of obvious mistakes.

- G. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.
- H. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**COLLUSION**

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**PROHIBITION AGAINST CONTINGENT FEES**

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

**CONTRACTING WITH LCWA EMPLOYEES**

Any LCWA employee or immediate family member seeking to contract with the LCWA shall seek a conflict of interest opinion from the LCWA Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the LCWA and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**INCURRED EXPENSES**

A solicitation does not commit the LCWA to make an award nor will the LCWA be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

**AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the LCWA with price, technical, and other applicable factors considered. The LCWA reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The LCWA will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the LCWA reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the LCWA. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the LCWA.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the LCWA's best

## **EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND**

### **CONDITIONS v.05.06.2024**

interest to do so.

- D. The LCWA reserves the right to reject offers containing terms or conditions contradictory to the LCWA's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the LCWA. The LCWA may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous LCWA contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written LCWA procedure.
- H. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- I. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

### **GRANT FUNDING**

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

### **STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

### **PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the LCWA regarding competency and security concerns. No change in subcontractors may be made without the consent of the LCWA after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. LCWA may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

### **SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the LCWA. Subcontracting without the prior consent of the LCWA may result in termination of the Contract for default.

### **DISADVANTAGED BUSINESSES**

The LCWA has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The LCWA encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

### **GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will inure to the benefit of each of the parties and respective

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS** v.05.06.2024

successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the LCWA user department will be referred to Procurement Services.

**GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL**

Any contract will be made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action shall lie in Lake County, Florida. THE CONTRACTOR, KNOWINGLY AND VOLUNTARILY, HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

**COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures 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, discriminate in any form or manner against its employees or applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

**CONTRACT EXTENSION**

The LCWA has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the LCWA will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the LCWA and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

**MODIFICATION OF CONTRACT**

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable LCWA procedures.

**ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the LCWA. The Contractor shall notify the LCWA thirty (30) days prior to the effective date of the assignment and complete all necessary paperwork. This provision includes any acquisition or hostile takeover of the Contractor. Failure to submit a timely notification of an assignment to the LCWA may result in a material breach of the contract and termination by the LCWA or assessment of a processing fee.

**NON-EXCLUSIVITY**

It is the intent of the LCWA to enter into an agreement that will satisfy its needs as described within a solicitation. However, the LCWA reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the LCWA be liable for billings in excess of the quantity of goods or services provided under the Contract.

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND**

**CONDITIONS** v.05.06.2024

**OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract’s terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the LCWA and the Contractor, continue until completion without change to the then current prices, terms and conditions.

**WARRANTY**

All warranties express and implied, must be made available to the LCWA for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the LCWA by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer’s standard warranty period at no expense to the LCWA. The special conditions of a solicitation may supersede the manufacturer’s standard warranty.

**DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the LCWA’s project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the LCWA may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the LCWA within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the LCWA may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the LCWA may terminate the contract for default.

**LCWA IS TAX-EXEMPT**

When purchasing on a direct basis, the LCWA is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8012646344C-7). Except for items specifically identified by the Contractor and accepted by the LCWA for direct LCWA purchase under the Sales Tax Recovery Program, Contractors doing business with the LCWA are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LCWA, nor will any Contractor be authorized to use any of the LCWA’s Tax Exemptions in securing such materials.

**SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The LCWA will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the LCWA and is in compliance with the terms in the contract.

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the LCWA reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the LCWA under this clause. The LCWA will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the LCWA on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the LCWA in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the LCWA for any Contract or financial obligation.

**ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The LCWA is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the LCWA be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**PURCHASE OF OTHER ITEMS**

While the LCWA has listed all major items within a solicitation, there may be ancillary or similar items purchased by the LCWA during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The LCWA may request price quotes from all Contractors under Contract if there are multiple Contracts. The LCWA reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any LCWA department or facility may be added or deleted to the Contract at the option of the LCWA. The location change will be addressed by formal Contract modification. The LCWA may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the LCWA's discretion. It is hereby agreed and understood that the LCWA may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

**SAFETY**

The 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 Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with LCWA personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

## **EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND**

**CONDITIONS** v.05.06.2024

### **SAFETY DATA SHEETS (SDS)**

The Contractor is responsible to ensure the LCWA has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new SDS to the LCWA with the new information relevant to the specific material at any time the content of an SDS is revised.

### **TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco, is prohibited on LCWA owned property.

### **CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

### **PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the LCWA has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the LCWA 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 LCWA reserves the right to secure the required services and charge the costs of such services back to the Contractor.

### **CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

Any Vendor that submits an offer in response to a LCWA solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or LCWA Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The LCWA may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the LCWA during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the LCWA or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

### **TRUTH IN NEGOTIATION CERTIFICATE**

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the LCWA determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

### **COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The LCWA may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the LCWA. Vendors must have sufficient financial support

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The LCWA reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

**RESPONSIBILITY AS EMPLOYER**

The employees of the Contractor will always be considered its employees, and not an employees or agents of the LCWA. The Contractor shall provide employees capable of performing the work as required. The LCWA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

**MINIMUM WAGES**

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must 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.

**PRICE REDETERMINATIONS**

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the LCWA may grant an increase matching the minimum wage increase.

**INDEMNIFICATION REQUIREMENTS**

**General Solicitations:**

To the extent permitted by law, the Contractor shall indemnify and hold harmless the LCWA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the LCWA or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the LCWA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the LCWA or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

**FDOT Funded Solicitations:**

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless LCWA and the State of Florida, Department of Transportation (Department), including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor. The foregoing indemnification shall not constitute a waiver of LCWA or Department's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

to constitute agreement by Contractor to indemnify LCWA for the negligent acts or omissions of LCWA, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify Department for the negligent acts or omissions of Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

**CCNA Solicitations:**

The Consultant will indemnify and hold harmless LCWA, 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 defects in design, or errors or omissions that result in material cost increases to LCWA, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgments in connection therewith and the payment of all related fees and costs. 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 LCWA as set forth in Section 768.28, Florida Statutes.

**TERMINATION FOR CONVENIENCE**

The LCWA, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days’ written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The LCWA will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The LCWA will be the sole judge of “reasonable costs.”

**TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**TERMINATION FOR DEFAULT**

The LCWA reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The LCWA further reserves the right to suspend or debar the Contractor in accordance with the LCWA’s ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the LCWA’s intent to terminate and the Contractor will be given ten (10) calendar days to cure the breach. In the event of termination for default, the LCWA may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

**FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The LCWA as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys’ fees.

**RIGHT TO AUDIT**

The LCWA reserves the right to require the Contractor to submit to an audit, by any auditor of the LCWA’s choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

all records pertaining to the contract and upon request make them available to the LCWA for three (3) complete calendar years following expiration of the contract 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: [GS1-SL for State and Local Government Agencies \(floridados.gov\)](https://www.floridados.gov), whichever is longer. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the LCWA to ensure compliance with applicable accounting and financial standards.

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 LCWA. 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.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the LCWA in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the LCWA’s audit must be reimbursed to the LCWA 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 ninety (90) calendar days, from presentation of the LCWA’s audit findings to the Contractor.

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 the contract.

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the “Public Record Act”). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the LCWA in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the LCWA is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV), BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the LCWA’s custodian of public records, provide the LCWA 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 in Chapter 119, Florida Statutes, or as otherwise provided by

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the LCWA.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the LCWA all public records in the possession of the Contractor or keep and maintain public records required by the LCWA to perform the service. If the Contractor transfers all public records to the LCWA upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LCWA, upon request from the LCWA's custodian of public records, in a format that is compatible with the information technology systems of the LCWA.

Requests to inspect or copy public records relating to the LCWA's Contract for services must be made directly to the LCWA. If Contractor receives any such request, Contractor shall instruct the requestor to contact the LCWA. If the LCWA does not possess the records requested, the LCWA shall immediately notify the Contractor of such request, and the Contractor must provide the records to the LCWA or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the LCWA within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the LCWA. Contractor shall indemnify, defend, and hold the LCWA harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes LCWA to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

**COPYRIGHTS**

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the LCWA nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the LCWA's use which may include publishing in LCWA documents and distribution as the LCWA deems to be in its best interests. If anything included in any deliverable limits the rights of the LCWA to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The LCWA owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display LCWA's Intellectual Property. The LCWA has the right to redact the LCWA Logo displayed on any submission.

**SOVEREIGN IMMUNITY**

LCWA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of LCWA beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against LCWA, which would otherwise be barred under the law.

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS** v.05.06.2024

**COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**E-VERIFY**

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the “SAMHSA regulations”), whether from the LCWA or another source, while providing services to the LCWA under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

**FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

**NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may be made or asserted against the LCWA because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the LCWA. The Contractor’s sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the LCWA.

**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

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS v.05.06.2024**

subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the LCWA for goods or services may be terminated at the option of the LCWA 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.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. 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 LCWA for goods or services of \$1 million or more may be terminated at the option of the LCWA if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**FOREIGN GIFTS AND CONTRACTS**

Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the LCWA any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The LCWA may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the LCWA making such request, or at a later time as agreed to by the Parties.

**ANTI-TRAFFICKING RELATED ACTIVITIES**

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

**EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS AND CONDITIONS** v.05.06.2024

- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For LCWA, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 416, Tavares, Florida, 32778 or emailed to [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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**TABLE OF CONTENTS**

**INVOICES..... 2**

**LICENSES AND PERMITS..... 2**

**CONDITIONS..... 2**

**RENTAL..... 3**

**SUBCONTRACTOR..... 3**

**LCWA RESPONSIBILITIES ..... 3**

**AGREEMENT DOCUMENTS ..... 3**

**CONTRACTOR PERSONNEL ..... 4**

**SAFETY..... 7**

**FACILITIES PROVISIONS ..... 9**

**SERVICE MATERIALS AND STORAGE ..... 10**

**TIME FOR COMPLETION AND EXTENSIONS ..... 11**

**CHANGES IN THE SCOPE OF SERVICES ..... 11**

**SALES TAX RECOVERY PROGRAM ..... 12**

**CLAIMS AND DISPUTES ..... 13**

**ACCEPTANCE OF THE WORK AND FINAL PAYMENT ..... 14**

**FINAL INSPECTION ..... 14**

**MAINTENANCE OF WORK ..... 14**

**FINAL ACCEPTANCE ..... 14**

**WAIVER OF CLAIMS ..... 15**

**TERMINATION OF CONTRACTOR’S RESPONSIBILITIES ..... 15**

**RECOVERY RIGHTS SUBSEQUENT TO FINAL PAYMENT ..... 15**

**WARRANTIES ..... 15**

**SANITATION ..... 17**

**SUBMITTALS AND EQUAL PRODUCTS ..... 17**

**FEES..... 17**

**RETURN OF MATERIALS..... 18**

**RETAINING OTHER CONTRACTORS..... 18**

**ACCURACY ..... 18**

**BUSINESS HOURS OF OPERATION ..... 18**

**PROTECTION OF PROPERTY ..... 19**

**RISK OF LOSS/ACCIDENT NOTIFICATION ..... 19**

**INVOICES**

CONTRACTOR shall submit an original invoice to LCWA after work has been completed via email ([LCWAinvoices@lakecountyfl.gov](mailto:LCWAinvoices@lakecountyfl.gov)). Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to LCWA in advance of the delivery and acceptance of the work. All invoices shall be accompanied by the PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in LCWA's discretion. LCWA will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Work proposals shall be based on either time and material rates, or lump sum rate based as indicated in Exhibit A – Scope of Work. When time and material rates are specified in a contract rather than a lump sum the pricing section shall include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments.

The invoice shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

A. Work \$25,000 and Under: LCWA will provide a lump sum payment when all work tasks are completed by CONTRACTOR and approved by LCWA Project Manager. For LCWA to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth herein.

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

**LICENSES AND PERMITS**

CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Work. When time and material rates are used, CONTRACTOR shall be allowed to invoice for actual permit cost plus 15% markup. CONTRACTOR will remain appropriately licensed throughout the course of the Work. Failure to maintain all required licenses will entitle LCWA to terminate this Agreement.

**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.

**RENTAL**

Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to LCWA. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work and was not included in the original estimate.

**SUBCONTRACTOR**

When time and material rates are specified in a contract rather than a lump sum and CONTRACTOR uses a subcontractor to complete the assigned work, the cost of the subcontractor shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the subcontractor. A copy of the subcontractor invoice to CONTRACTOR shall accompany the invoice submitted to LCWA. Within five (5) calendar days after award of any subcontract, CONTRACTOR shall deliver to LCWA a statement setting forth the name and address of the subcontractor, a summary of the work subcontracted and a copy of the subcontract.

**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 Agreement. LCWA Project Manager may appoint representatives as desired and 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 is 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 ensure 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.

### **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 as a 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 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 birth date.

*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 Lake COUNTY Sheriff's Office at no expense to CONTRACTOR.

H. Background Check: Background checks may be carried out 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 CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (850-410-8161 ApplicantChecks@fdle.state.fl.us) 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.

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 may 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 always wear them while on LCWA property. Personnel, subcontractors, and representatives of CONTRACTOR will not be allowed to work on LCWA property prior to being given approval by the LCWA Project Manager 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 LCWA Project Manager 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: Should an identification badge, proximity card or key is lost, stolen, or damaged, CONTRACTOR shall immediately notify LCWA Project Manager. Personnel, subcontractors, and representatives of CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. A \$25.00 fee will be assessed for each lost, stolen, or damaged card or key. All fees due will be deducted from 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 LCWA. All additions or changes will be highlighted in yellow. Reports will be provided for the duration. The report will be delivered electronically in PDF format to the Lake COUNTY Sheriff's Office Representative, the Facilities Maintenance Division Supervisor, and LCWA 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 CONTRACTOR and the date the identification badge/proximity card was returned.

L. 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.

M. Subcontractors:

CONTRACTOR will be responsible to LCWA for the acts and omissions of CONTRACTOR'S subcontractors and of people 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 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.

N. 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 numbers and names of personnel designated to be contacted in case 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 people, 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 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 LCWA, 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 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 always be in place and in proper working order. 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.

D. 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.

E. 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.

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 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 LCWA.

I. 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.

J. 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.

K. 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 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 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.

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.

#### **SALES TAX RECOVERY PROGRAM**

In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, LCWA 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 LCWA, the following procedures will apply:

A. LCWA, through the LCWA Project Manager, shall determine whether LCWA will directly purchase certain materials required. CONTRACTOR shall prepare a list of proposed items that may be desirable for LCWA 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, LCWA will determine whether it will directly purchase certain materials. LCWA 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 above, CONTRACTOR shall advise LCWA 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 CONTRACTOR directs that LCWA 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 CONTRACTOR requests that LCWA include in the Purchase Order to the vendor.

C. LCWA may, but is not required to, provide CONTRACTOR with the proposed Purchase Order for the materials. In that case, CONTRACTOR shall review the Purchase Order for compliance with the Agreement, 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 CONTRACTOR as defined hereinabove, CONTRACTOR shall provide LCWA 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. LCWA, through the LCWA Project Manager, will place the Order for the materials with the vendor.

E. LCWA 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 CONTRACTOR. After the materials are delivered to the location designated by CONTRACTOR, CONTRACTOR will have full responsibility for storage, protection, risk-of-loss, and installation pursuant to the Agreement, including, without limitation, the plans, specifications, and Construction Schedule.

F. The vendor will invoice LCWA directly for the materials purchased from the vendor. LCWA 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, 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 CONTRACTOR. Nothing in this Agreement will revise or modify 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 LCWA. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE AGREEMENT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF LCWA.

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

### **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 LCWA, 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 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 ten (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 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 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:

<b>Service/Project Amount</b>	<b>Daily Charge (Per Calendar Day)</b>
\$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 employed people. 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.

### **SUBMITTALS AND EQUAL PRODUCTS**

A. Submittals of products required hereunder, will be supplied to LCWA by CONTRACTOR for pre-approval prior to the start of the work. These documents will be provided to LCWA at least one week before the installation.

B. If a product or service requested by LCWA 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 LCWA. LCWA will decide 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 furnishing 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 on acceptability of the alternate product or service will be the responsibility of LCWA and will be based upon information furnished by CONTRACTOR. LCWA 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 LCWA 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.

### **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

### **RETURN OF MATERIALS**

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

### **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.

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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**CONTENTS**

A. EQUAL EMPLOYMENT OPPORTUNITY..... 2

B. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY  
STANDARDS ACT..... 3

C. CLEAN AIR ACT ..... 4

D. FEDERAL WATER POLLUTION CONTROL ACT..... 4

E. SUSPENSION AND DEBARMENT..... 4

F. BRYD ANTI-LOBBYING AMENDMENT..... 5

G. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING... 6

H. PROCUREMENT OF RECOVERED MATERIALS..... 7

I. ACCESS TO RECORDS..... 7

J. DHS SEAL, LOGO, AND FLAGS ..... 7

K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS..... 7

L. NO OBLIGATION BY FEDERAL GOVERNMENT..... 7

M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED  
ACTS ..... 8

During the performance of this contract, the Contractor agrees as follows:

**A. EQUAL EMPLOYMENT OPPORTUNITY**

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (I) and the provisions of paragraphs (I) through (7) 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 subcontractor or vendor. The Contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**B. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(1) Overtime requirements. No Contractor or subcontractor 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 subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor 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 \$10 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 subcontractor 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 subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

**C. CLEAN AIR ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. FEDERAL WATER POLLUTION CONTROL ACT**

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**E. SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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. pt. 180, subpart C and 2 C.F.R. pt. 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 fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**F. BYRD ANTI-LOBBYING AMENDMENT**

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. § 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.

**G. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING**

Certification for contracts, grants, loans, and cooperative agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**H. PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)

**I. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the State of Florida, the 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 contract for the purposes 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 excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**J. DHS SEAL, LOGO, 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 preapproval.

**K. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**L. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract 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 the contract.

**M. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.