

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
SUPERIOR ASPHALT INC. FOR  
CDBG-FUNDED ROAD RESURFACING**

**ITB # 25-737**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Superior Asphalt Inc., a Florida corporation, its successors and/or assigns (the CONTRACTOR/VENDOR), (each a “Party” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an Invitation to Bid (ITB) # 25-737 seeking firms or individuals qualified to provide CDBG-funded road resurfacing services for the COUNTY; and

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

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

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

**ARTICLE 1. LEGAL FINDINGS.**

**1.1** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

**ARTICLE 2. PURPOSE.**

**2.1** Purpose. The purpose of this Agreement is for the CONTRACTOR to provide CDBG-funded road resurfacing and related services at several locations throughout Lake County (the “Service” or “Project”).

**ARTICLE 3. SCOPE OF SERVICES.**

**3.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Services, including all addenda, and the completed Submittal Form, attached hereto and incorporated herein as **Composite Exhibit A**, as well as all Project permits, drawings, plans and specifications, as set forth herein. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY’S Purchasing Policies

and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

**3.2** The Service consists of construction services for completion of road resurfacing at several locations throughout the COUNTY. As described in the Scope of Work, the Service may require scheduling and performing work in a manner which allows for the continued and undisrupted use of the areas of outside of the Project area by the public and in a manner least disruptive to traffic flow.

**3.3** The Parties acknowledge that this is a project specific agreement and **that the single Service shall not exceed TWENTY-TWO (22) days from the date the Notice to Proceed is issued. DUE TO HUD CDBG FEDERAL FUNDING SOURCE, TIME IS OF THE ESSENCE IN COMPLETING THE PROJECT.**

**3.4** This Agreement will become effective upon both Parties signing this Agreement (the “Effective Date”). The Service will commence upon issuance of the Notice to Proceed by the COUNTY to the CONTRACTOR following the Effective Date. This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY.

**3.5** The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

**3.6** All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days will be granted to the CONTRACTOR for rain delays; however, CONTRACTOR may request in writing for the COUNTY consider an adjustment of the contract period on a case-by-case basis to account for delays caused by the effects of inclement weather events but only when such an event causes the CONTRACTOR to be able to work less than fifty percent (50%) of a scheduled work day and only when such delays are not the result of CONTRACTOR’S failure to perform or neglect. CONTRACTOR must strictly comply with all claim submission requirements and other requirements of the Contract Documents related to time extensions. No additional compensation will be made for delays caused by or related to the effects of weather.

**3.7** The CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service.

**3.8** In the event any conflict between any drawings and specifications contained within this Agreement, the following will govern:

**A.** Addenda will supersede all other contract documents to the extent specified in the addenda. Subsequent addenda will supersede prior addenda only to the extent specified in subsequent addenda.

**B.** 100% plans will supersede earlier versions of plans incorporated herein without further action by the Parties. Final approved plans, stamped by the permitting authority, supersede earlier versions of plans without further action of the Parties.

**3.9** Plans and Specifications. In addition to the specifications referenced in the Scope of Work for the Service, the specifications provided in the solicitation process are specifically incorporated herein as **Composite Exhibit B**, and included by reference as a material term and condition of this Agreement. The Service shall be rendered in strict conformity with the specifications, including any plans and specifications developed or provided by CONTRACTOR and approved by COUNTY as part of this Service. If applicable, any 100% plans or specifications provided by COUNTY shall be included in addition to the documents listed below and shall govern over any previous versions without the need for amendment to this Agreement.

**A.** Composite Exhibit B includes the following:

1. *CDBG Road Resurfacing Road List* (1 page)
2. *CDBG Road Resurfacing Map* (1 page)

**3.10** Lands for Work and Access Thereto.

**A.** CONTRACTOR hereby represents to COUNTY that it is fully aware of the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the CONTRACTOR has a letter from the landowner authorizing the CONTRACTOR to do so. CONTRACTOR is responsible for obtaining any required temporary use permits prior to utilizing the private property. A copy of the letter shall be provided to the COUNTY. The CONTRACTOR shall supply the Project Manager any such letter before the equipment is placed there. The CONTRACTOR shall obtain from landowner any environmental permits and use permits, as applicable, and supply a copy thereof to the COUNTY. The CONTRACTOR shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in and permitted by the contract documents. The CONTRACTOR shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.

**B.** As the work progresses, CONTRACTOR shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. At the completion of the work, the CONTRACTOR shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

**C.** All service and supply operations shall be conducted outside the clear zone unless the CONTRACTOR has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

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

**3.12 Other Work.**

**A.** CONTRACTOR will cooperate with COUNTY personnel or anyone who may be engaged in authorized work prior to final completion of the project.

**B.** CONTRACTORS shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

**C.** COUNTY may perform other work related to the project site or, in the general vicinity of the site by COUNTY'S own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if CONTRACTOR believes that such performance will involve additional expenses to CONTRACTOR or require additional time, CONTRACTOR shall send written notice of that fact to COUNTY and COUNTY'S Project Manager within two (2) business days of being notified of the other work. If CONTRACTOR fails to send the above required notice, CONTRACTOR will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. CONTRACTOR shall afford each utility owner and other contractors (or COUNTY, if COUNTY is performing additional work with the COUNTY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

**D.** If any part of CONTRACTOR'S work depends on, for proper execution or results, the work of any other contractor other than a subcontractor or utility owner, CONTRACTOR shall inspect and promptly report to the Project Manager any delays, defect or other problems in such other work that renders it impossible for the contractor to obtain proper execution or results; notice must be provided in writing to COUNTY'S project manager within two (2) days of CONTRACTOR'S inspection. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S work.

**ARTICLE 4. PAYMENT.**

**4.1** The COUNTY shall pay, and the CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations under this Agreement, compensation as provided in the Pricing Schedule which is attached hereto and incorporated herein by reference as **Exhibit C**. The total cost of the Project will **not exceed One Hundred Twenty-Eight Thousand, Seven Hundred and Thirty-Nine Dollars and Fifty Cents (\$128,739.50)**. Retainage shall be released as set forth in Section 218.735, Florida Statutes.



A fixed lump sum price represents the CONTRACTOR'S bid, including all applicable taxes, materials, labor, tools, equipment, supervision, transportation, fuel, permits, inspections, licenses, management and overhead, and all incidentals necessary to provide a complete, turn-key service, unless a duly authorized change order has been issued in accordance with the COUNTY'S purchasing policies and procedures.

Any hourly rate quoted will be deemed to provide full compensation to the CONTRACTOR for labor, supervision, equipment use, travel time, and all other costs associated with providing the services needed to satisfactorily complete all work provided. This rate is assumed to be at straight-time for all labor, except as otherwise noted.

Other than the fees and rates set forth in **Exhibit C**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

**4.2     Retainage.** A retention of funds equal to five percent (5%) will be withheld from each invoice in accordance with Section 218.735, Florida Statutes. Retainage will be released in accordance with Section 218.735, Florida Statutes.

**4.3     Invoicing.**

**A.** The CONTRACTOR shall submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Invoices are to be submitted to Lake County Public Works at [Deb.Marchese@lakecountyfl.gov](mailto:Deb.Marchese@lakecountyfl.gov), unless directed otherwise by the Project Manager. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work.

**B.** All invoices shall be accompanied by PDF documentation of the work completed and invoiced, including, but not limited to: service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation requested by the COUNTY in COUNTY'S discretion. All invoices must contain the solicitation number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided, and a calculation for the five percent (5%) retainage to be withheld.

**C.** If subcontractors are utilized, a copy of the subcontractor invoice to CONTRACTOR shall accompany the invoice submitted to COUNTY. Within five (5) calendar days after award of any subcontract, CONTRACTOR shall deliver to COUNTY a statement setting forth the name and address of the subcontractor, a summary of the work subcontracted and a copy of the subcontract.

**4.4     Progress Payments.** The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY'S Project Manager. Retention of funds will be held in accordance with Section 218.735, Florida Statutes. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below. Each invoice must contain such detail and be backed up with whatever supporting information the COUNTY or the CONTRACTOR reasonably requests and must at a minimum state:

- A. The total Price for the Service.
- B. The amount due for properly provided labor, materials and equipment properly incorporated into the Service; and with respect to amounts invoiced for materials or equipment necessary for the Service and properly stored at the Site (or elsewhere if offsite storage is approved in writing by the COUNTY), be accompanied by written proof that the COUNTY has title to such materials or equipment and that such material and equipment is fully insured against loss or damage.
- C. A breakdown of the various parts of the Service as related to the Pricing Sheet as shown on **Exhibit C**.
- D. The value of the various parts of the Service performed;
- E. Previously invoiced amounts and credit payments made;
- F. The total amount due, less any agreed retainage;
- G. Submit a current schedule with every pay application; and
- H. A lien waiver and other documentation verifying the CONTRACTOR'S payment to subcontractors and suppliers as the COUNTY may reasonably request.

Without limitation, at any stage of the Service, the COUNTY may require that the CONTRACTOR provide a lien waiver **executed by the CONTRACTOR, each Subcontractor having provided Notice to COUNTY, and any other Subcontractor, Laborer, Materialman or person or entity providing labor, materials or services as may reasonably be required by the COUNTY, which such release and waiver of lien must relate to the work which is the subject of the Application for Payment.**

**4.5** The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will not make payment on partial delivery of supplies, services, or materials.

**4.6** Grant Funding. In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. **CONTRACTOR understands and acknowledges that the work under this Agreement is funded through U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds.**

**4.7** Payment/Performance Bond Requirements. Pursuant to Section 255.05, Florida Statutes, CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents **100%** of the contract price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond

information and forms are attached hereto and incorporated herein as **Exhibit D**. In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the Payment and Performance bond or letter of credit to complete the work.

**4.8**     Payment Procedures.

**A.**     The COUNTY will review the CONTRACTOR'S applications for payment, including such accompanying data, information and schedules as the Service requires, to determine the amounts due to the CONTRACTOR and, based upon such review, together with its inspections of the Service, will authorize payment by the COUNTY to the CONTRACTOR in writing. Such authorization will constitute the CONTRACTOR'S certification to the COUNTY that:

1.     The Service described in the CONTRACTOR'S invoice has progressed to the level indicated; and
2.     The Service has been performed in accordance with the Agreement; and
3.     All necessary and appropriate lien waivers have been submitted; and
4.     The amount requested is currently due and owing to the CONTRACTOR.

**B.**     In the case of unit price work, the CONTRACTOR'S recommendations for payment will constitute final determination of quantities and classifications of such work.

**C.**     Payments will be deemed timely if postmarked on or before the payment date defined in this Agreement or any other payment due date stated in this **Article 4**.

**D.**     COUNTY may withhold all or part of an application for payment to the extent reasonably necessary to protect the COUNTY if in the COUNTY'S opinion the representations to the COUNTY required by this section cannot be made. If the COUNTY is unable to certify payment in the amount of the application, the COUNTY will notify the CONTRACTOR as provided for in this Agreement. If the CONTRACTOR and the COUNTY cannot agree on a revised amount, the COUNTY will promptly authorize payment for the amount which the CONTRACTOR is able to make such representations to the COUNTY. The COUNTY may also withhold payment or, because of subsequently discovered evidence, may nullify the whole or part of an application for payment previously issued, to such extent as may be necessary in the COUNTY'S opinion to protect the COUNTY from loss for which the CONTRACTOR is responsible, including loss resulting from its acts and omissions, because of:

1.     Defective Work not remedied;
2.     Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the COUNTY is provided by the CONTRACTOR;
3.     Failure of the CONTRACTOR to make payments properly to subcontractors for labor, materials, or equipment;
4.     Reasonable evidence that the Service cannot be completed for the unpaid balance of the contract price;

5. Damage to the COUNTY or other CONTRACTOR;

6. Reasonable evidence that the Service will not be completed within dates established in this Agreement, and that the unpaid balance would not be adequate to cover liquidated damages for the anticipated delay; or

7. Persistent failure to carry out the Service in accordance with this Agreement.

**4.9 County's Right to Refuse Payment.** The COUNTY'S approval of the CONTRACTOR'S invoice will not preclude the COUNTY from exercising any of its remedies under this Agreement. These remedies include, without limitation the COUNTY'S right to withhold all or part of any payment (including Final Payment) for the reasons described in Article 4. In the event of a dispute, payment will be made on or before the payment date for amounts not in dispute, subject to any setoffs claimed by the COUNTY. The COUNTY will have the right to refuse to make payment and, if necessary, may demand the return of a portion or all the amount previously paid to the CONTRACTOR to the extent due to:

A. The CONTRACTOR'S failure to perform the Work in compliance with the requirements of this Agreement or any other agreement between the Parties.

B. The CONTRACTOR'S failure to correctly and accurately represent the Service performed in a payment request, or otherwise.

C. The CONTRACTOR'S performance of the Service at a rate or in a manner that, in the COUNTY'S reasonable opinion, is likely to result in the Service being inexcusably delayed.

D. The CONTRACTOR'S failure to use funds previously paid the COUNTY, to pay the CONTRACTOR'S Service-related obligations including, but not limited to, the CONTRACTOR'S subcontractors, materialmen, and suppliers.

E. Claims made against the COUNTY or its property.

F. Loss caused by the CONTRACTOR'S subcontractors, or suppliers and not paid by insurance or covered by bonds provided by CONTRACTOR.

G. The CONTRACTOR'S failure or refusal to perform any of its obligations to the COUNTY.

**4.10 Contractor's Right to Refuse Performance for Non-Payment.** If within the time set forth in Section 218.735, Florida Statutes, the COUNTY, without cause or basis under this Agreement, fails to pay the CONTRACTOR any amounts then due and payable to the CONTRACTOR will have the right, in addition to all other rights and remedies contained in this Agreement, to send the COUNTY an overdue notice. If the payment request is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.

**4.11 Correction of Past Payments.** All prior payments, whether based on estimates or otherwise, may be corrected and adjusted in any subsequent payment and will be corrected and adjusted in the final payment. If any invoice contains a defect or impropriety which would prevent payment by the payment

date, the COUNTY shall notify the CONTRACTOR in writing of such defect or impropriety in accordance with Section 218.735, Florida Statutes. Any disputed amounts determined by the COUNTY to be payable to the CONTRACTOR will be due in the time frames set forth in Section 218.735, Florida Statutes, from the date the dispute is resolved.

**4.12 Interest on Outstanding Amounts Due.** To the extent allowed by Chapter 218, Florida Statutes, interest will accrue on amounts owed by the COUNTY to the CONTRACTOR which remain unpaid for the time specified in the statutes. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

**4.13 Invoice Warranties and Guarantees.** The CONTRACTOR expressly warrants and guarantees to the COUNTY that:

**A.** Title to all goods, products, materials, equipment, and systems covered by an invoice will pass to the COUNTY either by incorporation into the Service, or upon receipt of payment by the CONTRACTOR, whichever occurs last.

**B.** All goods, products, materials, equipment, and systems covered by an invoice are free and clear of liens, claims, security interests or encumbrances.

**C.** No goods, products, materials, equipment, or systems covered by an invoice have been acquired by the CONTRACTOR, or its subcontractors or suppliers, subject to an agreement under which an interest or an encumbrance is retained by the seller or otherwise imposed by the CONTRACTOR, or its subcontractors or suppliers.

**4.14 Contractor's Signature.** The signature of the CONTRACTOR on any invoice constitutes the CONTRACTOR'S certification to the COUNTY that (i) the CONTRACTOR'S services listed in the invoice have progressed to the level indicated and have been performed as required by this Agreement; (ii) the CONTRACTOR has paid its subcontractors and suppliers their proportional share of all previous payments received from the COUNTY; and (iii) the amount requested is currently due and owing.

**4.15 Taxes.** The CONTRACTOR shall incorporate into the Pricing Sheet, and pay, all sales, consumer, use and similar taxes for goods, products, materials, equipment, and systems incorporated into the Service which were legally required at the time of execution of this Agreement, whether yet effective or merely scheduled to go into effect. The CONTRACTOR shall secure, defend, protect, hold harmless, and indemnify the COUNTY from and against all liability, loss, claims, demands, suits, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) relating to any taxes assessed or imposed upon, incurred by or asserted against the COUNTY by any taxing authority with respect to such taxes. The CONTRACTOR shall cooperate with and assist the COUNTY in securing qualified refunds of any sales or use tax paid by the COUNTY or CONTRACTOR on goods, products, materials, equipment, or systems. Any refund secured must be paid to the COUNTY.

**4.16** 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.

**4.17** Compensation of Contractor's Subcontractors and Suppliers. Upon receipt of payment from the COUNTY, the CONTRACTOR shall pay each of its subcontractors and suppliers out of the amount received by the CONTRACTOR on account of such subcontractor's or supplier's portion of the Service, the amount to which each entity is entitled, reflecting percentages retained from payments to the CONTRACTOR on account of such entity's portion of the Service. CONTRACTOR shall comply with the timeframes set forth in Section 218.735(6), Florida Statutes, for remitting payment to subcontractors. The COUNTY will have no obligation to pay, and will not be responsible for payments to, the CONTRACTOR'S subcontractors or suppliers. However, the COUNTY reserves the right, but has no duty, to make payment jointly to the CONTRACTOR and to any of its subcontractors or suppliers if the COUNTY becomes aware that the CONTRACTOR fails to pay or unreasonably withholds payment from one or more of those entities. Such joint check procedure, if employed by the COUNTY, will create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and will not be deemed to commit the COUNTY to repeat the procedure in the future.

**4.18** Final Payment. Prior to being entitled to receive final payment, and as a condition precedent, the CONTRACTOR must achieve Final Completion of the Service and provide documents needed for final payment.

## **ARTICLE 5. COUNTY RESPONSIBILITIES.**

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

**5.2** The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

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

## **ARTICLE 6. FACILITIES / PUBLIC WORKS PROVISIONS.**

**6.1** Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines

imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

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

**6.3** Intent of the Contract Documents.

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

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

**C.** The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

**D.** Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. In the event of a discrepancy

between or among the drawings, specifications or other contract document provisions, CONTRACTOR shall be required to comply with the provision which is the more restrictive or stringent requirement upon CONTRACTOR, as determined by the Project Manager.

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

**6.5**     Rentals. 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 COUNTY. **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.**

**6.6**     Contractor Personnel.

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

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

**C.**     E-Verify. 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 CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

**D.**     Superintendent. The CONTRACTOR shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to promptly supply any materials, tools, equipment, labor and incidentals



which may be required. Such superintendent must be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

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

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

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

Example: *ACME Plumbing - John H. Smith - 10/10/96.*

The documentation must include the following: (1) Full name; (2) address; (3) email address; (4) telephone number; (5) copy valid of driver's license, State of Florida identification card, passport, and/ or work visa; (6) a current, clear, color photo (head shot) taken with a plain background; (7) building names and addresses of the facilities where the individual will be working; and (8) any additional information that may be requested by the Lake County Sheriff's Office.

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

**I.** Background Checks. If required by the Service, CONTRACTOR will be responsible for all costs associated with providing FDLE "Certified Background Check." Copies will be supplied to COUNTY Project Manager prior to any work starting.

**J.** Identification Badging / Proximity Cards / Keys. Not required for this Service.

**K.** Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys. Not required for this Service.

**L.** Reports. Not required for this Service

**M.** Worker Dismissal / Leave Reporting.

1. The CONTRACTOR shall immediately email the Project Manager and the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONTRACTOR that are utilized for projects or services for the COUNTY.

2. The CONTRACTOR shall contact the COUNTY'S Project Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave, if applicable.

**N.** Service Completion.

1. At the completion of the Service, the CONTRACTOR shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

2. The CONTRACTOR will be assessed a \$25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S final invoice.

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

#### **6.7** Subcontractors.

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

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

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

E. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

**6.8 Equipment.**

A. CONTRACTOR shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. COUNTY reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, CONTRACTOR has insufficient equipment on the job to satisfactorily complete the work within the required time, CONTRACTOR shall provide additional equipment as directed by the Project Manager. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of CONTRACTOR'S equipment by the Project Manager shall not relieve CONTRACTOR of responsibility or liability for injury to persons or damage to property caused by the operation of CONTRACTOR'S equipment, nor shall it relieve CONTRACTOR of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

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

**6.10 Emergencies.**

A. Dependent on COUNTY need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The

CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

**6.11**    Safety.

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

**B.**        The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all OSHA requirements. The CONTRACTOR further 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 these requirements will be borne by the 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 the CONTRACTOR and its employees.

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

**D.**        The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. CONTRACTOR shall receive no additional compensation, no extension of time, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable time, COUNTY may in its sole discretion declare CONTRACTOR to be in default of this Agreement.

**E.** Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **CONTRACTOR is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and location of the work.**

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

**G.** The CONTRACTOR shall remove all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal must be included in the lump sum price stated elsewhere in this Agreement. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County.

**H.** CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

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

**J.** Hazardous Materials. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 CFR 1910.1200(g), and include the following information:

- Section 1: Identification;
- Section 2: Hazard(s) identification;

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

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

**6.12 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 the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

**6.13 Maintenance of Traffic.**

**A.** In the event that any of the work is conducted within any public right of way, the CONTRACTOR shall provide proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the Service will be the strictest and latest edition as promulgated by the Florida Department of Transportation (FDOT) or the Federal Highway Administration (FHWA).

**B.** Maintenance of traffic will be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S proposal price, and must conform to FDOT'S most current editions and supplements of Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, or the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), as applicable. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the FDOT website at: <https://www.fdot.gov/publications/publications.shtm>.

C. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, to hire and pay for this service.

E. All lane closures must have the prior approval of the COUNTY.

F. These requirements are to be considered a minimum and the CONTRACTOR'S compliance will in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR'S employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR must provide minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing a road by driving slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

#### **6.14 General Inspection Requirements.**

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

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

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

**D.** If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another CONTRACTOR, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense or terminating the contract. The CONTRACTOR may not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

**E.** Should the 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 contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be repaired, removed, and/or replaced, as necessary, at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTOR or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract 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 the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies under this Agreement. If the CONTRACTOR fails to honor the Change Order, the COUNTY may terminate this Agreement for default.

**F.** All work performed and all materials furnished must be in conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials used are not in conformity with the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

**G.** When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

#### **6.15** Service Materials and Storage.

**A.** Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are



found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR'S expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR'S expense.

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

**C.** When not specifically identified in the technical specifications, materials and equipment must be of a suitable type and grade for the purpose which they are used.

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

#### **6.16** Time for Completion and Extensions.

**A.** A written Notice to Proceed is required for the CONTRACTOR to schedule or begin work. Purchase Orders will be issued for Services to the CONTRACTOR. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email notice is acceptable.

**B.** The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in **Article 3.3** above.

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

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

**6.17** Changes in the Scope of Services.

**A.** The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

**B.** The value of such extra work or change will be determined by the contract 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 contract price.

**C.** If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

**D.** For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to (i) the CONTRACTOR'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

**E.** If CONTRACTOR performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at CONTRACTOR'S own risk. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

**F.** Execution by the 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.

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

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

**6.18 Sales Tax Recovery Program.**

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

**A.** The COUNTY, through its Project Manager, shall determine whether the COUNTY will directly purchase certain materials required for the Work.

**B.** If requested by the Project Manager, the CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify the CONTRACTOR in writing of the specific materials which are intended to be purchased.

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

**D.** The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the construction documents, including, without limitation, the plans, specifications, and construction schedule. Within five (5) calendar days from the receipt of the proposed Purchase Order, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

**E.** The COUNTY will place the Order for the materials with the vendor.

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

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

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

**THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ANY SUBCONTRACTS ACCORDINGLY.**

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the COUNTY'S policy and the Change Order will become a part of the contract documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the COUNTY under this program. The calculation of the fee in this manner will provide, among other things, specific supplemental consideration for the provisions of this Article.

#### **6.19 Claims and Disputes.**

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless COUNTY grants additional time in writing, or else the CONTRACTOR shall be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

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

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide

additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

**D.** Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

**E.** 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 MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

#### **6.20 Acceptance of the Work and Final Payment.**

**A.** The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

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

**C.** Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice will be prepared by the CONTRACTOR and submitted with a Final Payment Affidavit, if requested, to be provided by the COUNTY'S Project Manager. 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 the CONTRACTOR in accordance with **Article 4** of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the Agreement and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

**D. Final Inspection.** When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has reached substantial completion, CONTRACTOR shall request a final inspection by the COUNTY. The COUNTY, or the COUNTY'S representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY shall, pursuant to Section 218.735(7), Florida Statutes, prepare and deliver to the CONTRACTOR a single list of items required to render the Service complete, satisfactory, and acceptable within thirty (30) calendar days after being notified by CONTRACTOR of the project, or project phase if the project is multi-phased, reaching substantial completion. The single list will be delivered by the COUNTY to the CONTRACTOR within five (5) days after the list of items has been developed and reviewed.

The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR'S responsibility for completing the Service pursuant to this Agreement. All items that require correction under the Agreement and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR as defined by this Agreement. The CONTRACTOR shall correct all deficiencies before final acceptance and payment of retainage is made.

**E. Final Acceptance.** Final completion must be within thirty (30) days after delivery of the list of items in paragraph D of this section. If the COUNTY fails to provide the list as provided for in paragraph D of this section, the time for completion will be extended by the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

**F. Release of Retained Funds.** As set forth in Section 218.735, Florida Statutes, upon completion and acceptance by the COUNTY of all items on the list of items provided for in paragraph D of this section, CONTRACTOR may submit a payment request for all remaining retainage withheld for the project, or phase of project, as applicable. If a good faith dispute exists as to whether one or more of the items identified in the list have been completed pursuant to the Agreement, COUNTY may continue to withhold up to 150% of the total costs to complete such items. CONTRACTOR shall submit CONTRACTOR'S Final Payment Affidavit with the request for payment, if requested.

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

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

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

**6.21** Warranties.

**A.** All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. 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 herein will be in addition to the warranty and do not limit any right afforded to the COUNTY 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 COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

**B.** All warranties will begin on the date of the COUNTY'S acceptance and will last for a period of eighteen (18) months unless otherwise specified in the Scope of Services, plans, or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Service.

**C.** The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for the Agreement documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

**D.** 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 sixty (60) days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the Scope of Services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the COUNTY Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

**E.** CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within fourteen (14) calendar days after the COUNTY notifies CONTRACTOR of such deficiency either verbally or in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a deduction from the final payment, a credit memorandum, or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**6.22 Liquidated Damages.**

**A.** Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this Agreement and no additional days will be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying the CONTRACTOR of an assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

**B.** The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Service continues. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The Parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

**C. The liquidated damages will be as set forth in the Solicitation.**

**D.** COUNTY 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, COUNTY may require CONTRACTOR to stop work on any other project or service to COUNTY until the work specified in this Agreement is complete and the liquidated damages sum is satisfied.

**E.** Any Contractor that is in default for not completing the work within the time specified shall be removed from the bidder's list, at the option of the COUNTY, and not permitted to bid work for the COUNTY until the project is complete and the liquidated damages sum is satisfied.

**6.23 Sanitation.** If the Service does not involve interior work, the CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The



location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

**6.24 Submittals and Equal Products.**

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

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

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

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

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

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

**6.27 Business Hours of Operation.** Unless otherwise specified in the technical specifications, all work performed must be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or COUNTY Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. COUNTY Holidays 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; Christmas Eve, and Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The CONTRACTOR shall not be allowed to work on the alternate day for the above mentioned holidays.

Special schedules may be established, if necessary, because of problems with noise or similar difficulties affecting other COUNTY facilities, COUNTY operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00) per COUNTY staff member per day for each Saturday, Sunday, or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice

**6.28 Protection of Property.**

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

**B.** Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY'S facility, whether interior or exterior, damaged by reason of the CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to

the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including, but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

C. CONTRACTOR shall not disturb any benchmark established by COUNTY with respect to the Project. If CONTRACTOR, or its subcontractors, agents, or any one for whom the contractor is legally liable, disturbs COUNTY benchmarks, CONTRACTOR shall immediately notify the Project Manager. COUNTY shall have the benchmarks re-established and CONTRACTOR shall be liable for all costs incurred by COUNTY associated therewith. Such costs shall be deducted from any amounts due to CONTRACTOR.

D. During the period of production of work and the warranty period, CONTRACTOR shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to, motor vehicles or pedestrians. CONTRACTOR shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the COUNTY from all such claims. Claims not handled by CONTRACTOR or their representative in the proper manner, will be settled by COUNTY and COUNTY shall recover all costs from CONTRACTOR

E. Any claims submitted COUNTY from, including, but not limited to, utility companies or landowners, which are determined to be the result of damage done by CONTRACTOR, shall be the responsibility of CONTRACTOR. COUNTY reserves the right to pay any such claims and deduct such amount from the CONTRACTOR'S invoice. Repairs, and/or receipt of repairs, will be completed and submitted to COUNTY prior to submission of CONTRACTOR'S invoice. If a repair is not in accordance with COUNTY standards, COUNTY reserves the right to repair the items and deduct the associated cost from the amount due to CONTRACTOR.

F. CONTRACTOR shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. CONTRACTOR shall notify COUNTY immediately of any complaints given directly to CONTRACTOR.

CONTRACTOR shall be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR during the course of the work being completed.

**6.29 Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party. The CONTRACTOR shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If CONTRACTOR, or anyone for whom the CONTRACTOR is legally liable, is responsible for

any loss or damage to the work, or other work or materials of the COUNTY or COUNTY'S separate contractors, CONTRACTOR shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due to CONTRACTOR.

**6.30** Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

## **ARTICLE 7. GENERAL TERMS AND CONDITIONS.**

### **7.1** Termination.

**A.** Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to the CONTRACTOR; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONTRACTOR for actual work satisfactorily completed.

**B.** Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

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

**7.2** Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may

result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

**7.3 Insurance.**

**A.** CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) 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

Coverage must be provided on a per-project basis.

**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

v. Professional liability and specialty insurance (errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

**B.** Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate. With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

**C.** CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the required insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to COUNTY.

**D.** Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

**E.** CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

**F.** Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND  
THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

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

**H.** The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

**I.** CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

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

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

**7.4** Indemnification. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY 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 COUNTY, 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 COUNTY or its officers, employees, agents, and instrumentalities in this Agreement. 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 the COUNTY as set forth in Section 768.28, Florida Statutes.

**7.5** Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

**7.6** Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement 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 CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

**7.7** Contracting with County Employees. Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

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

**7.9** State Registration Requirements. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

**7.10** Contractor as Prime. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-contractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subcontractors shall be made without the consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses, permits and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

**7.11** Subcontracting. CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

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

**7.13** Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

**7.14** Other Departments. Intentionally Omitted.

**7.15** Other Agencies. Intentionally Omitted.

**7.16** Warranties. See **Article 6.**

**7.17** Deficiencies in Work. See **Article 6.**



**7.18** County is Tax Exempt. When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. ([https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax\\_Exemption\\_Form.pdf](https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf)). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the County's Tax Exemptions in securing such materials.

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

**7.20** Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement 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 COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement 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 Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

**7.21** Estimated Quantities. CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**7.22** Additional Locations. Intentionally Omitted.

**7.23** Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.24 Accuracy. See **Article 6.**

7.25 Safety. See **Article 6.**

7.26 Safety Data Sheets. See **Article 6.**

7.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

7.28 Cleanup. See **Article 6.**

7.29 Protection of Property. See **Article 6.**

7.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

7.31 Truth in Negotiation Certificate. Intentionally Omitted.

7.32 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

7.33 Responsibility as Employer. See **Article 6.**

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

**7.35** Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**7.36** Price Redeterminations. Intentionally Omitted.

**7.37** Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**7.38** Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for ten (10) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

**B.** If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or

payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

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

#### **7.39 Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than ten (10) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

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

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

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

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

**7.40 Confidential and/or Exempt Information.** The Service may include building plans, blueprints, drawings, and/or diagrams which are exempt from disclosure pursuant to Section 119.071(3), Florida Statutes. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed. CONTRACTOR shall be responsible for ensuring that confidential and/or exempt information is provided to its subcontractors only when necessary to complete the Service and shall be responsible for ensuring that confidential and/or exempt information provided to its subcontractors is handled in a manner that preserves its confidentiality and/or exempt information nature. CONTRACTOR shall ensure that all materials provided to subcontractors are returned as required under this provision. CONTRACTOR must include confidentiality provisions no less stringent than those herein in its agreements with subcontractors

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

The COUNTY 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 COUNTY'S Intellectual Property. The use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

**7.42 Sovereign Immunity.** COUNTY 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 COUNTY 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 COUNTY, which would otherwise be barred under the law.

**7.43 Compliance with Federal Standards.** All items to be purchased under this Agreement 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), and per Project specifications.

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

**7.45 Claims and Disputes.** See **Article 6**.

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

**7.47 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 consultant 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.

**7.48 Florida Convicted/Suspended Vendor Lists.** By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

**7.49 Discriminatory Vendor List (State funded projects).** As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure

that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

**7.50** Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor 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. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

**7.51** Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY 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 or gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY 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 COUNTY making such request, or at a later time as agreed to by the Parties.

**7.52** Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) it is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) it is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means 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 of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

**7.53** Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

**7.54** Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Composite Exhibit A** affirming compliance with human trafficking laws.

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

The CONTRACTOR, by entering this Agreement, 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 COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies 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.

**7.56** 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 some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR'S 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 Agreement;
- 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

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

## **ARTICLE 8. FEDERAL FUNDING PROVISIONS.**

The U.S. Department of Housing and Urban Development (HUD) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. CONTRACTOR acknowledges and agrees to adhere to the specific requirements of these clauses.

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

**A.** The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

**B.** The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

**C.** The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

**D.** The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR'S commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**E.** 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.

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

**G.** In the event of the CONTRACTOR'S non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**H.** The CONTRACTOR will include the provisions of paragraphs 8.1(A) through (H) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.* The CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That if the CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.* The CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR or subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CONTRACTOR agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**8.2** Access to Records. The following access to records requirements apply to this Agreement:

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

B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. CONTRACTOR agrees to provide the HUD Administrator or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the Agreement.

D. CONTRACTOR agrees to retain records for the longer of the time required by HUD or by the State of Florida, as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.

**8.3 Additional Services.** The COUNTY shall perform a cost or price analysis as required by 2 CFR 200.324, prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement.

**8.4 Contract Adjustment.** Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2, and conform to the Agreement pricing provisions of 2 CFR 200.324.

**8.5 Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).** (Applicable to federally assisted construction contracts or subcontracts in excess of \$10,000, per 41 CFR § 60-4.2(d).)

A. The CONTRACTOR'S attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein. Prior to issuance of the NTP, **CONTRACTOR must provide to COUNTY a fully executed MBE/WBE Commitment Statement demonstrating the goals and timetables set forth below have been met, a copy of which is included in Exhibit E.**

B. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

1. Goals and timetables for minority participation in each trade: 14.9%
2. Goals and timetables for female participation in each trade: 6.9%

These goals are applicable to all the CONTRACTOR'S construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The CONTRACTOR'S compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals

established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR'S goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.

Compliance with the goals will be measured against the total work hours performed.

C. The CONTRACTOR shall provide written notification to the COUNTY within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

**8.6** Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246). (Applicable to federally assisted construction contracts or subcontracts in excess of \$10,000, per 41 CFR § 60-4.3.)

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

3. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. "Minority" includes:

i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and

iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).

B. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the

applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the CONTRACTOR is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. **The CONTRACTOR shall implement the specific affirmative action standards provided in Section 8.6 (G) paragraphs (1) through (16).** The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefor; along with whatever additional actions the CONTRACTOR may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under (G)(2) above.

6. Disseminate the CONTRACTOR'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the CONTRACTOR'S EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items within-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.

8. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S workforce.

11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.

**H.** Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations for Section 8.6 (G) paragraphs (1) through (16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under Section 8.6 (G) paragraphs (1) through (16) of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR'S and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR'S noncompliance.

**I.** A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).

**J.** The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

**K.** The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

**L.** The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.

**M.** The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (G) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.

**N.** The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**O.** Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**8.7** Federal Labor Standards Provisions. (Davis-Bacon Act, Copeland Act, and Contract Work Hours & Safety Standards Act). The Project to which the construction work covered by this Agreement pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Agreement pursuant to the provisions applicable to such Federal assistance.

**8.8** Copeland Anti-Kickback Act and Davis Bacon Act.

**A.** All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. The CONTRACTOR shall comply with 40 U.S.C. 3141-3144 and 3146-3148 and the requirements of 29 CFR Part 5, as applicable. CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, CONTRACTORS are required to pay wages not less than once a week. The CONTRACTOR must include the provisions of 29 CFR Part 5.5(a)(1)-(10) in full in any subcontracts entered into for the completion of this Agreement.

**B.** The CONTRACTOR shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this



Agreement. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may, by appropriate instruction require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

**8.9** Davis Bacon and Related Acts Provisions, 29 CFR § 5.5.

**A.** The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**B. A copy of the most current Federal Regulations is attached hereto and incorporated herein as Exhibit F.**

**C.** The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and **the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.** A copy of the Davis-Bacon Poster and Davis-Bacon Wage determination are included as **Exhibits G and H.**

**D.** Payrolls and basic records.

**1.** Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**2. The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the COUNTY for submittal to DOE.** The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses

shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms/wh347> or its successor site. A copy of the required payroll form has been included as **Exhibit I**. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to DOE, or its designee, if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the DOE, or its designee, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to DOE, or its designee.

**3. Each payroll submitted shall be accompanied by a "Statement of Compliance,"** signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and **shall certify the following:**

**i.** That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

**ii.** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

**iii.** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

**4.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section. (See **Exhibit I**.)

**5.** The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

**6.** The CONTRACTOR or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives DOE, or its designee, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or

subcontractor fails to submit the required records or to make them available, DOE, or its designee, may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**8.10** Contract Work Hours and Safety Standards Act (CWHSSA) Provisions, 29 CFR § 5.5(b). (contracts in excess of \$100,000). A copy of the most current Federal Regulations is attached hereto and incorporated herein as **Exhibit G**.

**8.11** Health and Safety. The provisions of this section are applicable where the amount of the prime contract exceeds \$100,000.

**A.** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**B.** The CONTRACTOR shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91- 54, 83 Stat 96). 40 U.S.C. 3701 et seq.

**C.** The CONTRACTOR shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The CONTRACTOR shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**8.12** Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.). The CONTRACTOR, if the Contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the CONTRACTOR and any of their subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 ½) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor.

These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

**8.13** Clean Air and Clean Water Acts.

**A.** Clean Air Act. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The CONTRACTOR and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

1. A stipulation by the CONTRACTOR or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.

2. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.

3. A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the CONTRACTOR that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the Government may direct as a means of enforcing such provision.

**B. Federal Water Pollution Control Act.** The CONTRACTOR shall comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, 33 U.S.C., Section 1251, *et seq.* The CONTRACTOR shall report each violation to the COUNTY, which will report each violation as required to HUD and the appropriate EPA Regional Office. The CONTRACTOR shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by HUD under this Agreement.

**C.** In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

**8.14 Energy Conservation Provisions.** CONTRACTORS must recognize mandatory standards and policies relating to energy efficiency contained in the Cost-Effective Energy Conservation Measures.

**8.15 Debarment and Suspension.** A contract award (see 2 CFR 180.220) 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 CFR.180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions 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. Use [www.SAM.gov](http://www.SAM.gov). CONTRACTOR'S certification regarding debarment, suspension, ineligibility, and voluntary exclusion is a material representation upon which the contract award is based.

**A.** This Agreement is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

**B.** The CONTRACTOR must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

**C.** 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 CFR pt. 180, subpart C and 2 CFR 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.

**D.** The CONTRACTOR agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

**8.18 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

**A. Definitions.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

**B. Prohibitions.**

**1.** Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 CFR § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2. Unless an exception in paragraph 3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

**C. Exceptions.**

1. This clause does not prohibit CONTRACTORS from providing:

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

**D. Reporting requirement.**

1. In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified

of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph D.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2. The CONTRACTOR shall report the following information pursuant to paragraph D.1 of this clause:

i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

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

E. Subcontracts. The CONTRACTOR shall insert the substance of this clause, including this paragraph E, in all subcontracts and other contractual instruments.

**8.19** Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**8.20** 2 CFR 200.471 Telecommunication costs and video surveillance costs. Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances: Obligor or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to: (1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems.

**8.21** Build America Buy America. CONTRACTOR shall comply with the Build America, Buy America Act Section 70912, enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58. The Act establishes domestic content procurement preference for infrastructure projects. (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) All manufactured products used in the project are produced in the United States. This means the manufactured

product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than fifty-five percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject Federal financial assistance program awards. The term “infrastructure” is construed broadly and descriptions provided in paragraph (c) of 2 CFR §184.4 are illustrative and not exhaustive. When determining if a particular project of a type not listed in the description in paragraph (c) constitutes “infrastructure,” Federal agencies consider whether the project will serve a public function, including whether the project is publicly owned and operated, privately operated on behalf of the public, or is a place of public accommodation, as opposed to a project that is privately owned and not open to the public.

CONTRACTORS and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to COUNTY with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Awarding Agency. CONTRACTORS and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. CONTRACTORS and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the COUNTY who, in turn, will forward the disclosures to the Federal Awarding Agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Awarding Agency.

For Federally assisted programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

**BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.**

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [CONTRACTOR] certifies, to the best of their knowledge, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.



2. All manufactured products purchased with Federal financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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**

**8.22 Federal Participation.** 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.

**8.23 Compliance with Federal Law, Regulations, and Executive Orders.** The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

**8.24 HUD Agency Seal, Logo, and Flags.** The CONTRACTOR shall not use the HUD's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific HUD preapproval.

**8.25 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 Agreement.

**8.26 Civil Rights.** The CONTRACTOR shall comply with the Florida Civil Rights Act of 1992; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-57) and implementing regulations at 24 CFR § 570.614; the Americans with Disabilities Act of 1990 and all implementing regulations; the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 et seq.; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination exin Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR part 146; Section 504 of the Rehabilitation Act of

1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; 24 CFR part 8; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise); as required by 24 CFR § 5.015, except as may be otherwise noted by HUD under the program providing the respective funding under this Agreement or as otherwise inconsistent with statutes authorizing certain HUD programs.

**8.27** Section 3 of the Housing and Urban Development Act of 1968 Compliance. This Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

**A.** The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

**B.** The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

**C.** The CONTRACTOR agrees to post copies of a notice advising workers of the CONTRACTOR'S commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. Said notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**D.** The CONTRACTOR agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.

**E.** The CONTRACTOR agrees to hire, to the greatest extent feasible, Section 3 workers as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

**F.** The CONTRACTOR agrees to attempt to recruit from within the grantee's service area to fill employment opportunities generated by Section 3 covered assistance through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private

institutions operating within or serving the project area and providing preference for these opportunities in the following order: Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located (Targeted Section 3 Workers); Participants in YouthBuild Programs, and Other Section 3 Residents.

**G.** The CONTRACTOR agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the CONTRACTOR for subsequent Section 3 covered projects or activities.

**H.** The CONTRACTOR agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

**I.** The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR part 75.

**J.** The CONTRACTOR will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The CONTRACTOR will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low- income persons for economic opportunities.

**K.** Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**L.** CONTRACTOR shall sign and provide to the COUNTY the following prior to issuance of the Notice to Proceed:

1. Section 3 Certification of Intent to Comply included as Exhibit J.
2. Non-Collusion Affidavit included as Exhibit K.

**M.** If CONTRACTOR is claiming Section 3 Business Status, a Section 3 Business Certification must be submitted to COUNTY. Any workers seeking to claim Section 3 Worker preferences in training and employment must certify eligibility by residency and household income and submit a Section 3 Worker Certification to CONTRACTOR, who must provide this documentation to the COUNTY. Certification statements have been included as **Exhibit L**.

**8.28** Restrictive Drawings and Specifications. In accordance with 2 CFR 200.319 and agreements between the COUNTY and HUD, the Design Professional shall not require the use of materials, products or services that unduly restrict competition.

**8.29** Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

**8.30** Age Discrimination Act of 1975. No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**8.31** Section 504 of the Rehabilitation Act of 1973. No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

**8.32** Lead Based Paint Requirements. Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

**8.33** Drug-Free Workplace. Subrecipient shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 2 CFR part 2429.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS.**

**9.1** Governing Law, Venue, and Waiver of Jury Trial. This Agreement is 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 resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

**9.3** This Agreement will be binding upon and will inure to the benefit of each of the Parties and of their respective successors and permitted assigns.

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

**9.5** No Waiver. The failure of any Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

**9.6** Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**9.7** Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

**9.8** Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

**9.9** Negation of Agent or Employee Status. The employees of the CONTRACTOR will be considered at all times its employees and not an employee or agent of the COUNTY. The CONTRACTOR will provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable.

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

**9.11** Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

**If to CONTRACTOR:**

Superior Asphalt, Inc  
Attn: Stephen Hill  
4801 15<sup>th</sup> Street East  
Bradenton, FL 34203

**If to COUNTY:**

Lake County Manager  
315 West Main Street  
P.O. Box 7800  
Tavares, Florida, 32778

***With a Copy to:***

Lake County Attorney  
315 West Main Street, Suite 335  
P.O. Box 7800  
Tavares, Florida 32778

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

**ARTICLE 10. SCOPE OF AGREEMENT.**

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

10.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite) ..... Scope of Services, Addenda, and Submittal Forms ( \_\_ pages).  
Exhibit B (Composite) ..... Project Plans and Specifications ( \_\_ pages).  
Exhibit C ..... Pricing Sheet (1 page).  
Exhibit D ..... Performance and Payment Bond (7 pages).  
Exhibit E ..... MBE/WBE Commitment Statement (1 page).  
Exhibit F ..... Davis Bacon Requirements 29 CFR 5.5 (12 pages)  
Exhibit G ..... Davis Bacon Wage Act Posters (2 pages).  
Exhibit H ..... Davis Bacon Wage Determination (6 pages).  
Exhibit I ..... WHD Weekly Payroll Submittal Form and Certification (OMB  
Form No. 1235-0008) (2 pages).  
Exhibit J ..... Section 3 Certification of Intent to Comply (2 pages).  
Exhibit K ..... Non-Collusion Certification (2 pages).  
Exhibit L ..... Section 3 Business and Worker Certifications (2 pages).

**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

**CONTRACTOR**

SUPERIOR ASPHALT, INC.

\_\_\_\_\_  
By: Dylan Teasdale, General Manager

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

COUNTY

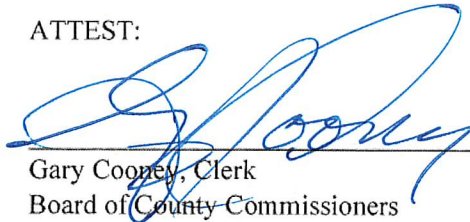
LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 9<sup>th</sup> day of September, 2025.

ATTEST:



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



Approved as to form and legality:



Melanie Marsh  
County Attorney

## EXHIBIT A (COMPOSITE)

### SCOPE OF WORK, ADDENDUM, AND CONTRACTOR'S SUBMITTAL FORMS

#### EXHIBIT A – SCOPE OF WORK CDBG FUNDED ASPHALT RESURFACING SERVICES

25-737

##### 1. SCOPE OF WORK

Provide asphalt resurfacing services for CDBG funded project based on a total sum bid. The project limits are approximately three quarters (3/4) of a mile. All roads shall be resurfaced utilizing a one-inch (1") overlay with SP 9.5 asphaltic concrete. Asphalt shall have a maximum RAP content of not more than thirty percent (30%). Quantities listed are estimates only. Contractor shall field verify all quantities. Bids shall be inclusive of all costs to include temporary striping, leveling quantities, and any incidental costs for the resurfacing and replacement of the existing pavement markings and RPMs with paint and thermoplastic. Leveling courses will not be added without modification of resurfacing limits by the County. A mandatory pre-construction meeting will be held prior to the commencement of any work.

All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the vendor and its employees. All work and materials shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2025 Edition (or latest edition), Uniform Traffic Control Devices (MUTCD), 2025 Edition (or latest edition), and the Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-541 (or latest edition)

The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. Orders may be funded in whole or in part with federal funds and is subject to federal requirements including but not limited to those set forth in 2 C.F.R. Part 200, Appendix II. 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

Shall:

- 2.1. Furnish all labor, material, equipment, tools, fuel, and any incidentals of a suitable type and grade to complete the project within the proposed time for project completion.
- 2.2. Provide competent, qualified, and experienced, personnel to perform the work as required by the contract specifications and as directed by the County.
- 2.3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill shall be provided at no additional cost.
- 2.4. Provide a neat and clean in appearance dress code for contractor's employees that consists 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. Provide a list of all foremen and supervisors who will perform the work, to include twenty-four (24) hour emergency telephone numbers.
  - 2.6.1. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.), emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 2 hours after notification by the County.

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**EXHIBIT A – SCOPE OF WORK**

**25-737**

**CDBG FUNDED ASPHALT RESURFACING SERVICES**

- 2.6.2. During other than regular working hours, the emergency response time, as defined above, shall be within 4 hours after notification by the County.
- 2.7. A competent superintendent and traffic supervisor shall be made available on site at all times and have the authority to act on behalf of the Contractor.
  - 2.7.1. Superintendent and traffic supervisor shall not be replaced without written notice to the County.
- 2.8. Superintendent and traffic supervisor shall have available communication devices with internet access, including email (e.g. cellular phone, laptop computer, etc.) to ensure proper communication and documentation.
- 2.9. Superintendent shall be responsible for the supervision and management of the work and maintain good discipline and order at the work site.
- 2.10. Worksite traffic supervisor shall be responsible for all MOT, including installing and maintaining all traffic control devices
- 2.11. Superintendent, traffic supervisor, and other personnel as appropriate shall attend the mandatory pre-construction meeting to discuss topics such as, but not limited to, schedules, processing of invoices, project limits, maintenance of traffic, utility coordination, subcontractor use (if applicable), and to establish a working understanding among all parties.
- 2.12. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work.
- 2.13. Any contractor personnel that are determined to be incompetent, careless or otherwise objectionable shall be removed from the site immediately.
  - 2.13.1. No request for time extensions will be granted for the removal of any personnel.
- 2.14. Chemical treatments shall not be applied without providing proof of State of Florida Chemical Applicators Licensure.

**3. COUNTY RESPONSIBILITIES**

Will:

- 3.1. Provide for a mandatory pre-construction meeting to be held prior to the commencement of any work.
- 3.2. Provide project limits pre-marked with white paint.
- 3.3. Reserves the right add or remove services in conjunction with the County's needs.
- 3.4. Reserves the right to inspect and approve materials, workmanship, and equipment, and any incidentals necessary for contract performance.
- 3.5. Reserves the right to suspend operations, wholly or in part, pursuant to Governor's Declaration of a State of Emergency.
- 3.6. Reserves the right to remove any contractor personnel for disorderly conduct, or determined to be incompetent, careless or otherwise objectionable.

**4. CONTRACT TIME AND TIME EXTENSION**

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- 4.1. Contract time is the total number of consecutive calendar days from the Notice to Proceed to the completion of work.
- 4.2. Contractor shall work diligently and coordinate with their subcontractors, material suppliers, and other contractors to prevent delays by their actions or inactions.
- 4.3. No time extensions shall be granted for delays due to weather, weather-related ground conditions, inadequate work force, or failure to timely order equipment or materials.
- 4.4. If delayed by unforeseeable causes beyond any control, Contractor shall notify the County in writing within two (2) calendar days of the delay, stating the cause, or waive any right to request a time extension.
- 4.5. The Contractor shall cooperate with the County's delay investigation by providing all requested schedules, correspondence, and data.
- 4.6. The County will determine the facts and extent of the claimed delay, and findings of fact shall be final and conclusive.
  - 4.6.1. Extensions to the contract time shall only be granted for delays that impact the Contractor's construction schedule.
  - 4.6.2. Contract time extensions shall be authorized by an approved change order.
- 4.7. The County may require the contractor to remove operations from the right-of-way or County property due to traffic or unusual conditions.
  - 4.7.1. If removal is required before 12:00 PM (noon) due to traffic, severe weather, or unusual conditions, the County may allow a one half-day extension; otherwise, no extension will be given.
  - 4.7.2. The County shall determine and authorize such award after Contractor makes a written request.
- 4.8. Requests for contract time extensions due to rain may be made by phone and shall be confirmed in writing the same day.
  - 4.8.1. Request for a full rain day shall be submitted by 12:00 PM (Noon) on the day of the request.
  - 4.8.2. Half day request must be submitted in writing by 1:00 PM on the day of the request.
  - 4.8.3. Once the request is submitted and approved, Contractor shall cease all operations to receive credit for additional contract time.
- 4.9. Permission to Suspend Contractor's Operations
  - 4.9.1. Contractor shall not suspend operations or remove equipment or materials necessary for completing the work without obtaining the County's written permission.
  - 4.9.2. Contractor shall submit all requests for suspension of operations in writing to the County's Project Manager and identify specific dates to begin and end the suspension.

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- 4.9.3. Contractor is not entitled to any additional compensation for suspension of operations during such periods.

**4.10. Prolonged Suspensions**

- 4.10.1. If the County suspends Contractor's operations for an indefinite period, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way and shall take every reasonable precaution to prevent damage to or deterioration of the work performed.
- 4.10.2. Contractor shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and provide any temporary structures necessary for public travel through the project.

**4.11. State of Emergency**

- 4.11.1. The County reserves the right to suspend Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency.
- 4.11.2. The County will order such suspension in writing, giving in detail the reasons for the suspension.
- 4.11.3. Contract time will be charged during all suspensions of Contractor's operations.
- 4.11.4. The County, at its sole discretion, may grant an extension of Contract time and reimburse Contractor for specific costs associated with such suspension.
- 4.11.5. The County's determination as to entitlement to either time or compensability will be final, unless Contractor can prove by clear and convincing evidence to a Disputes Review Board that the County's determination was without any reasonable factual basis

**5. DELIVERY REQUIREMENTS AND ACCEPTANCE.**

- 5.1. Work shall start no later than **September 5, 2025** and shall be performed in one contractor mobilization.
- 5.2. Prior to the commencement of work, the contractor shall provide a video recording of the project limits, documenting all existing conditions and deficiencies such as but not limited to driveways, road intersections, and vegetation on DVD or thumb drive. The video must display the date and time it was recorded.
- 5.3. Contractor shall be responsible for repair of potholes that occur on any roads within the project limits within seventy-two (72) hours of the notice to Contractor.
- 5.4. Accident Prevention and Barricades
- 5.4.1. Precautions shall be exercised at all times for the protection of persons and property.
- 5.4.2. Barricades must be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County.
- 5.4.3. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the responsible vendor.

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5.5. Changes in Work

- 5.5.1. The County may issue written change orders for extra work or changes within the project scope, which are binding on the contractor.
- 5.5.2. All change orders will follow Lake County Purchasing Procedures. A copy is available upon request.
- 6.6.3. Extra work will be valued using contract unit prices or, if not available, by negotiation.
- 6.6.6. If a lump sum item's quantity changes significantly due to plan changes, compensation will be adjusted proportionately.
- 6.6.7. Signing a change order waives all claims for additional time or compensation for work covered by that change order prior to its execution.

5.6. Errors and Omissions

- 5.6.1. Contractor shall not take advantage of any apparent error or omission in the Contract Documents.
- 5.6.2. If any errors and/or omissions appear in the contract documents, or construction stakeout, Contractor shall immediately notify the County, in writing, of such errors and/or omissions.
- 5.6.3. Failure to provide such notification, Contractor shall be deemed to have waived any claim for increased time or compensation he may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

5.7. Equipment

- 5.7.1. Equipment used within the right of way shall have a slow-moving vehicle sign and a properly functioning amber flashing or white strobe light.
- 5.7.2. All equipment shall be kept in good repair, be environmentally safe, remain free of oil leaks, fuel emissions, leaking hydraulics lines, and have manufacturer-installed safety devices in place and fully operational at all times.

5.8. Lands for Work and Access

- 5.8.1. County shall provide access to the Right of Way of each roadway within the project limits. Contractor shall confine all construction equipment, the storage of materials and equipment, and the operations of workers to the project site and land areas identified.
- 5.8.2. Contractor shall ensure and comply with any permit requirements from Federal, State, County, or local agencies in the storage of material on properties not under the control of Lake County.
- 5.8.3. The utilization of private property for staging or storage requires a letter of consent an original letter of consent for staging or storage, signed by the legal private



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property owner. The letter shall contain the property owners' name, property address, telephone number and legal signature of the owner.

- 5.8.4. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work.

- 5.9. Contractor shall provide best management practices at storage sites to prevent erosion, hazardous materials contamination, or other contaminations from occurring.

**5.10. Project Spoils**

- 5.10.1. Spoils to include asphalt millings created from the project operations shall become the property of Contractor.

- 5.10.2. Contractor shall dispose of the spoils at no expense to the County.

- 5.10.3. Contractor shall provide an original letter of consent and agreement from private property owners should the spoils be disposed of on private property. The letter shall contain the owners' name, property address, telephone number and the legal signature of the owner.

- 5.10.4. Spoils shall not be deposited in any flood zone or wetland area regardless of owner's consent.

**6. INSPECTION REQUIREMENTS**

- 6.1. Contractor shall furnish the County with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications.

- 6.2. Contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as directed.

- 6.3. Contractor shall restore the uncovered portions after inspection of the work to the standard required by the specifications.

- 6.4. Should the work that is inspected prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at Contractor's expense.

- 6.4.1. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

- 6.4.2. Failure of the Contractor to remove and renew defective materials and work, or to make any necessary corrections in an acceptable manner within the time indicated in writing, the County shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary, at Contractor's expense.

- 6.4.3. Any expense incurred in making these repairs, removals, or renewals, which Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due Contractor, or may be charged against the contract bond.

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- 6.4.4. Continued failure or refusal on the part of Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work.
- 6.4.5. All costs and expenses incurred shall be charged against the defaulting Contractor and the amount shall be deducted from any moneys due or which may become due or shall be charged against the contract bond.
- 6.4.6. Any work performed subsequent to forfeiture of the contract shall not relieve Contractor in any way of his responsibility for the work performed by him.
- 6.5. When the United States Government, or State of Florida, is to pay a portion of the cost of construction, the construction work will be subject to such inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government, or State of Florida, a party to this contract.
- 6.6. Should the County fail to reject defective work or materials, during or prior to construction operations, shall in no way prevent later rejection when such defect is discovered, or obligate the County to final acceptance. Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

**7. PROJECT SCHEDULE**

- 7.1. Contractor shall provide a complete schedule detailing each phase of the work.
- 7.2. The schedule shall be provided to the County for review and approval at least seventy-two (72) hours prior to the scheduled start date.
- 7.3. It shall be Contractor's responsibility to communicate to the County any variance of this schedule when it occurs.
- 7.4. All scheduling changes are subject to approval and shall be provided forty-eight (48) hours prior to the proposed change.
- 7.5. Scheduling requests that do not comply with the submittal requirements will not be considered or approved.
- 7.6. Requests that are not in compliance with the submittal requirements shall not be justification for contract time extensions.

**8. SUBCONTRACTORS**

- 8.1. Contractor shall provide a statement setting forth the name and address of the subcontractor and a summary description of the work subcontracted within 10 calendar days after any subcontract award.
- 8.2. Contractor shall be as fully responsible to the County for acts and omissions of their subcontractor and of persons either directly or indirectly employed by them.

**9. TECHNICAL REQUIREMENTS**

Technical Requirements shall conform to Florida Department of Transportation Standard Specification for Road and Bridge Construction, 2025 Edition (or latest edition) and Uniform Traffic Control Devices (MUTCD), 2025 Edition (or latest edition).

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**9.1. Shoulder Preparation**

- 9.1.1. Vegetation shall be cut and removed from the pavement edge, including any on the pavement surface, extending six (6) inches beyond the edge before new asphalt is placed.
- 9.1.2. Contractor shall remove all resulting materials the same workday; windrowing overnight or longer is not allowed.
- 9.1.3. Contractor shall not create a shoulder drop-off greater than one (1) inch from the pavement edge when removing vegetation. If a larger drop-off occurs, the contractor shall restore it to one (1) inch or less. If left overnight, flashing lighted barricades must mark the hazard.
- 9.1.4. The unit cost for shoulder preparation shall be included in the proposal price for new asphaltic concrete and shall include mobilization, MOT, equipment, labor, and related costs.

**9.2. Vegetation Removal**

- 9.2.1. Vegetation shall be removed from cracks or joints by using a propane torch, chemical herbicide, or as approved by the County.
- 9.2.2. The application of chemicals shall not commence without providing a copy of a State of Florida Pesticide Applicators License prior to any chemical application.
- 9.2.3. Herbicide applicators shall hold a State of Florida Pesticide Applicator License or work under the direct supervision of licensed applicator.
- 9.2.4. Chemical herbicide shall be applied according to the manufacturer's specifications.
- 9.2.5. The vegetation shall be totally browned before the new asphaltic concrete is installed.
- 9.2.6. A log of all herbicides shall be kept, and a copy shall be supplied to the County.
- 9.2.7. This log shall contain the following information:
  - 9.2.7.1. Type of herbicide
  - 9.2.7.2. Manufacturer of the product
  - 9.2.7.3. Mixture rate used
  - 9.2.7.4. Application rate used
  - 9.2.7.5. Application location
  - 9.2.7.6. Application date and time
  - 9.2.7.7. Weather conditions at the time of application
- 9.2.8. Vegetation removal costs by propane torch or chemical herbicide treatment shall include, but not be limited to; mobilization, MOT, herbicide, labor, etc., and shall be included in the overall cost of the paving operation.

**9.3. Milling of Existing Asphaltic Concrete Pavement**

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- 9.3.1. Milling shall conform to Section 327 MILLING OF EXISTING ASPHALT PAVEMENT.
- 9.3.2. Intersecting joints between proposed paving and existing pavement shall be keyway milled to provide a smooth transition. The keyway shall be four (4) to six (6) feet wide and one (1) inch deep at the point of tie into existing pavement.
- 9.3.3. The milling machine shall be equipped to effectively limit the amount of dust escaping during the milling operation. The County shall require pre-wetting of the pavement if it is determined too much dust being created by the milling operation.
- 9.4. Prime and Tack Coats
  - 9.4.1. Tack coat shall be placed in accordance Section 300, PRIME AND TACK COATS.
  - 9.4.2. Tack coat shall be installed prior to the installation of the new asphaltic concrete.
  - 9.4.3. Tack coat surface shall be kept free of traffic until the asphalt has been placed.
  - 9.4.4. Contractor shall ensure that tack coat is only applied to an area that will receive the asphalt layer within the same day's operation.
  - 9.4.5. The tack coat shall only be applied to one lane of traffic at a time and shall not exceed one half (1/2) mile, unless otherwise approved by the County.
  - 9.4.6. The unit cost for tack coat shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.
- 9.5. Asphaltic Concrete Superpave
  - 9.5.1. The asphaltic concrete used shall be supplied and placed in accordance, Section 320, HOT MIX ASPHALT PLANT METHODS AND EQUIPMENT and Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS. Asphalt provided under this solicitation shall not have a RAP content of more than 30%.
  - 9.5.2. Contractor shall be responsible to ensure positive drainage of the surface from the roadway to curb, edge of roadway and/or valley gutter.
  - 9.5.3. There shall be no standing water along the pavement where there is no standing water in the curb.
  - 9.5.4. Contractor shall provide proper and adequate fall across entrances and cul-de-sacs to ensure proper drainage of these areas.
  - 9.5.5. No water shall be standing in the crown of the roadway. The cross slope of the roadway shall not be modified during resurfacing.
  - 9.5.6. Should there be low areas that may result in water standing on the new pavement, locations and resolution shall be discussed and resolved prior to starting work in the area.



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- 9.5.7. The unit cost shall be based on one (1) inch increments, unless otherwise specified by repair method. The cost for fractional amounts shall be invoiced according to the actual fractional amount installed.
- 9.5.8. The unit cost for asphaltic concrete type SP-9.5 shall be included in the proposal price for installing new asphaltic concrete. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to: MOT, equipment, labor, etc.
- 9.6. Leveling Course
  - 9.6.1. Leveling Course shall conform to Section 330, HOT MIX ASPHALT GENERAL CONSTRUCTION REQUIREMENTS.
  - 9.6.2. Any request for leveling course shall be identified at the time of bidding, no change orders will be approved to add leveling course after project award.
  - 9.6.3. The leveling course shall be used to help provide a smooth driving surface by filling in voids and deformations such as wheel ruts, depressions, etc.
  - 9.6.4. The specified asphaltic concrete mix is to be placed on the existing irregular pavement or base.
  - 9.6.5. The quantity shall be based on one-half (1/2) inch for the specified area of the road surface.
    - 9.6.5.1. It is understood that some areas of the roadway will not require the entire one-half (1/2) inch and other areas may require greater than one-half (1/2) inch of asphaltic concrete.
  - 9.6.6. The final product shall provide a smooth driving surface.
  - 9.6.7. County shall approve the placement of all leveling courses prior to the performance any work.
  - 9.6.8. Profiling of the roadway to change the grade or cross slope of the road shall not be completed with the use of a leveling course.
  - 9.6.9. If the County chooses to change the profile of the road, it shall be quantified and paid by using the unit prices for specified asphaltic concrete.
  - 9.6.10. There shall be no additional charge to the County for additional asphaltic concrete needed nor shall the County expect a credit if the specified amount of asphaltic concrete was not used.
- 9.7. Radius Paving
  - 9.7.1. The limits of the radius area to be paved shall be marked with white paint.
  - 9.7.2. All existing pavement markings within the radius area being paved shall be replaced to the specifications outlined within this proposal.
  - 9.7.3. Contractor shall ensure that the joint between the existing and new pavement provides a smooth transition. The square yardage for the radius paving shall be calculated and included in the total square yards as submitted within the bid.
- 9.8. Driveways

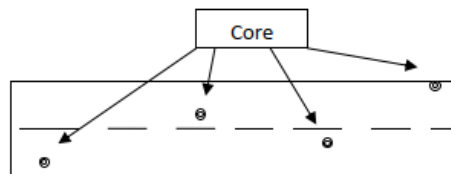
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- 9.8.1. Driveway joints with the exception of brick pavers, are to be paved with a one (1) foot per inch or greater slope to achieve a smooth transition.
- 9.8.2. Driveways are to be swept and tacked before paving.
- 9.8.3. The cost of installing asphaltic concrete on driveway aprons shall be considered incidental and shall be included in Contractor's per unit resurfacing cost and no additional cost shall be permitted for driveway paving.
- 9.9. **Compaction**
  - 9.9.1. Installed asphaltic concrete shall be compacted in accordance with Section 330, HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.
  - 9.9.2. If an area does not meet these requirements, the County shall hire an independent testing laboratory to determine accordance with this specification.
  - 9.9.3. Areas not in conformance with this specification will need to be removed and replaced at contractor's expense.
- 9.10. **Smooth Transition**
  - 9.10.1. A four (4) to six (6) foot keyway mill shall be installed on all contiguous roads that are not being milled to ensure a smooth transition between the new and existing pavement.
- 9.11. **Quality Inspections**
  - 9.11.1. Core samples shall be taken by an independent laboratory approved by the County.
  - 9.11.2. Contractor shall provide the County with the address and contact information of the laboratory prior to any resurfacing work starting.
  - 9.11.3. Core samples shall be taken every five hundred (500) feet regardless of how many lanes are being resurfaced.
  - 9.11.4. Unless otherwise authorized by the County's Project Manager, the cores shall be taken in a random pattern as indicated on the diagram below.



- 9.11.5. Roads that are less than one thousand (1,000) feet shall have a minimum of two (2) core samples taken.
- 9.11.6. The cores shall be taken at a depth that will show the new and existing asphaltic concrete.

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- 9.11.7. The holes that were created shall be filled by taking the core samples with a product approved by the County.
- 9.11.8. Results of the core sample tests shall be sent directly from the laboratory to the County.
- 9.11.9. From these samples, a determination of the average thickness of the asphaltic concrete shall be made by the testing laboratory.
- 9.11.10. If at any time Contractor wishes to request more core samples than what the County has required, they shall do so in writing. The cost for the additional cores shall be the responsibility of Contractor.
- 9.12. Deficiencies of Asphaltic Concrete Thickness
  - 9.12.1. A deficiency in the thickness of the asphaltic concrete overlay of no more than one-quarter (1/4) inch shall be allowed.
  - 9.12.2. When the deficiency in the thickness of the asphaltic concrete is over one quarter (1/4) inch, but not more than three-eighths (3/8) inch of the specified thickness, the County shall allow Contractor to leave such asphaltic concrete in place, but without compensation.
  - 9.12.3. The County shall determine the square yard area, for which the County shall make no payment, by multiplying the width of the lanes by the length between the closest acceptable cores.
  - 9.12.4. Where the deficiency in thickness is in excess of three-eighths (3/8) inches of the specified thickness, Contractor shall correct the deficiency.
  - 9.12.5. For any case of excess deficiency of the installed asphaltic concrete, Contractor shall correct the deficient thickness by adding new asphaltic concrete over the defective area.
  - 9.12.6. The minimum thickness for any repair of deficiency shall conform to the layer thickness standards listed under the asphaltic concrete section of these specifications.
  - 9.12.7. Contractor shall replace the full thickness as required by the County or a length extending at least fifty (50) feet from each end of the deficient area.
  - 9.12.8. The County shall mark the area that shall be corrected with pink paint. The paving shall extend to the outside edge of the paint mark.
  - 9.12.9. Any additional cost associated with correcting deficiencies shall be the responsibility of Contractor and no additional cost shall be charged to the County, even if the repair would make the final thickness of the asphaltic concrete overlay in excess of the original specified thickness.
- 9.13. Manholes / Valves
  - 9.13.1. Work shall be in accordance Section 425, INLETS, MANHOLES, AND JUNCTION BOXES.
  - 9.13.2. Contractor shall perform all utility coordination required to address all manholes/valves located within the project limits.

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- 9.13.3. All manholes and water valves shall be adjusted by Contractor to within one-half (1/2) inch of the final surface of the newly installed asphaltic concrete prior to placing the new asphaltic concrete.
- 9.13.4. The utility provider shall furnish and install any required adjustments.
- 9.13.5. No mobilization shall be charged for this operation, and the cost provided shall include, but not be limited to mobilization, MOT, equipment, labor, etc.

**9.14. Traffic Stripes and Markings**

All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation and conform with the Manual of Uniform Traffic Control Devices (MUTCD), 2025 (01/18/24) Edition (or latest edition / revision), Section 710, PAINTED PAVEMENT MARKINGS with special attention to Section 710-4.3 concerning the retroreflectivity.

- 9.14.1. Contractor shall ensure the current striping layout is recorded before the resurfacing activity is started.
- 9.14.2. Only water borne non-lead type paint shall be accepted.
- 9.14.3. The existing striping layout shall be reapplied on the new asphaltic concrete unless the County provides a new striping pattern.
- 9.14.4. If an incorrect striping pattern is installed, the Contractor's shall remove the markings and repair any damaged surfaces by a County approved method, at the Contractor's expense.
- 9.14.5. Striping shall be maintained by the Contractor throughout the duration of the work and shall be in place at the end of each workday.
- 9.14.6. Painted traffic stripes and markings shall be installed prior to the removal of the MOT.
- 9.14.7. Suitable traffic control measures shall be provided in areas where pavement markings are unable to be installed to include, but not limited to, warning signs, channelizing devices, and delineation to indicate the required travel ways in temporary traffic control zones.
- 9.14.8. Any additional plans of MOT methods shall be submitted in writing and approved by the County prior to implementation.
- 9.14.9. The minimum retroreflectance of white pavement markings shall not be less than 300 mcd/lx-m2 and the minimum retroreflectance of yellow pavement markings shall not be less than 250 mcd/lx-m2.
- 9.14.10. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings and shall not be used for pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper, gore area, or an intersection lane that cannot be installed with a truck mounted applicator.
- 9.14.11. Contractor shall self-inspect all road markings using the August 7, 2025, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-541 (or latest edition), to test and certify width, thickness, color, and retroreflectivity.



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- 9.14.12. Results shall be submitted to the County on a reporting form pre-approved by the County.
- 9.14.13. County shall review the test results provided. If the County determines it is necessary, it may perform their own testing on any portion of the completed road, using the same methods to evaluate and certify retroreflectivity, width, thickness and color. All costs for such additional County testing shall be borne by the County.
- 9.14.14. County shall notify Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
- 9.15. Thermoplastic Traffic Stripes and Markings

All striping operations shall include, but not be limited to: mobilization, MOT, equipment, labor, and any other incidental charges associated with the operation and conform with the Manual of Uniform Traffic Control Devices (MUTCD), 2025 Edition (or latest edition / revision), Section 710, PAINTED PAVEMENT MARKINGS with special attention to Section 710-4.3 concerning the retroreflectivity.

  - 9.15.1. All thermoplastic striping shall comply with the Section 711, THERMOPLASTIC PAVEMENT MARKINGS. Contractor should pay special attention to Section 711-4.3 concerning the retroreflectivity.
  - 9.15.2. The minimum retroreflectance of white pavement markings shall not be less than 450 mcd/lx-m2 and the minimum retroreflectance of yellow pavement markings shall not be less than 350 mcd/lx-m2.
  - 9.15.3. Thermoplastic striping shall not be applied prior to a Fourteen (14) day cure period from the time of asphaltic concrete application, unless otherwise approved by the County.
  - 9.15.4. Contractor shall ensure the current striping layout is recorded before the resurfacing activity is started.
  - 9.15.5. The existing striping layout shall be reapplied on the new asphaltic concrete unless the County provides a new striping pattern.
  - 9.15.6. If an incorrect striping pattern is installed, the Contractor's shall remove the markings and repair any damaged road surfaces by a County approved method, at the Contractor's expense.
  - 9.15.7. Hand liners shall be used only for transverse, taper, or gore sections of pavement striping and markings and shall not be used for pavement stripes that are longer than two hundred (200) linear feet unless the stripes are part of a taper, gore area, or an intersection lane that cannot be installed with a truck mounted applicator.
  - 9.15.8. Contractor shall self-inspect all road markings using the August 7, 2025, Florida Method of Test for Traffic Striping Retroreflectivity Designation: FM 5-541 (or latest edition),
  - 9.15.9. Results shall be submitted to the County on a reporting form pre-approved by the County.

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- 9.15.10. County shall review the test results provided. If the County determines it is necessary, it may perform their own testing on any portion of the completed road, using the same methods to evaluate and certify retroreflectivity, width, thickness and color. All costs for such additional County testing shall be borne by the County.
  - 9.15.11. County shall notify Contractor of any deficiencies. Contractor shall correct all deficiencies before final acceptance and payment is made. The County's tests shall be final and binding.
  - 9.15.12. Longitudinal pavement markings are subject to an 18-month observation period under normal traffic.
  - 9.15.13. The observation period shall begin with the satisfactory completion and acceptance of the work.
  - 9.15.14. Markings shall show no signs of failure due to blistering, excessive cracking, chipping, discoloration, and/or poor adhesion to the pavement, loss of reflectivity or vehicular damage.
  - 9.15.15. The retroreflectivity shall meet the initial requirements of FM 5-541. Contractor shall replace, at no cost to the County, any thermoplastic pavement markings that do not perform satisfactorily under traffic during the 18-month observation period.
- 9.16. Public Notification of Work
- 9.16.1. Residents shall be notified within the work area of the project's schedule and explain the level of inconvenience that will be involved.
  - 9.16.2. Proposed door hanger notifications shall be provided to the County for approval.
  - 9.16.3. County approved door hangers shall be placed on each affected residence and vehicles parked on the affected roadways seven (7) calendar days prior to any work.
- 9.17. Worksite Traffic Supervisor
- Contractor shall provide a worksite traffic supervisor responsible for all MOT, including installing and maintaining all traffic control devices as specified in Florida Department of Traffic Standard Specifications for Road and Bridge Construction, 2025 Edition (or latest edition), Section 102, MAINTENANCE OF TRAFFIC.
- 9.17.1. The traffic supervisor shall review the project daily, oversee all changes to traffic control devices and patterns, address related situations, and have access to all necessary resources to maintain traffic control.
  - 9.17.2. The traffic supervisor shall be available twenty-four (24) hours a day for emergencies and able to respond to the site within forty-five (45) minutes of notification.
  - 9.17.3. Failure to comply with Section 102, shall result in removal from the project. If removed, the contractor shall provide a properly trained replacement.

**EXHIBIT A – SCOPE OF WORK** 25-737  
**CDBG FUNDED ASPHALT RESURFACING SERVICES**

- 9.17.4. If a designated traffic supervisor is not maintained or provisions are not met, all work will be temporarily suspended except MOT, erosion control, and other activities needed or project maintenance and safety.
- 9.17.5. The cost of the worksite traffic supervisor shall be included in the overall cost of all operations required to complete the work as specified.

**10. WARRANTY REQUIREMENTS**

Any person, firm, or corporation which is submitting an offer under this solicitation shall hold a valid Certificate of Conformance certifying that the product(s) offered by the Contractor in conjunction with this solicitation have been duly approved by the State, County or municipal agency, and/or have been placed on their respective Approved Products List.

**10.1. Type of Warranty Coverage Required**

- 10.1.1. The Contractor shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of eighteen (18) months after the date of acceptance of the labor, materials and/or equipment by the County.
- 10.1.2. This warranty requirement shall remain in force for the full eighteen (18) month period; regardless of whether the Contractor is under contract with the County at the time of defect.
- 10.1.3. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions.

**10.2. Correcting Defects Covered Under Warranty**

- 10.2.1. The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, within fourteen (14) calendar days after the County notifies the vendor of such deficiency in writing.
- 10.2.2. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County Contractor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice.
- 10.2.3. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

- 10.3. If any or all work required in conjunction with the contract resultant from this solicitation will be performed by a subcontractor(s) an applicable Certificate of Conformance issued to the subcontractor(s) shall be submitted with the prime contractor's offer; provided, however, the County may at its sole option and in its best interests, allow the Contractor to supply the subcontractor(s) certificate to the County during the offer evaluation period.

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

ADDENDUM NO. #1

25-737



Office of Procurement Services

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

**SOLICITATION:** CDBG Funded Road Resurfacing

06/24/2025

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 – N/A**

**ADDITIONAL INFORMATION**

1. CORRECTED Scribner's error on bid document from CDBG Road Funded Resurfacing to CDBG Funded Road Resurfacing.
2. CORRECTED Scribner's error on Exhibit C1 – Public Works Road Ops Terms & Conditions, Section 7. Contract Time and Time Extension with the removal of E. Liquidated Damages.
3. ADDED Exhibit H – Sample Agreement.

---

**ACKNOWLEDGEMENT**

Firm Name: SUPERIOR ASPHALT, 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: 

Date: 8/7/2025

Print Name: DYLAN TEASDALE – ANTHONY FARAH

Title: GENERAL MANAGER – SENIOR PROJECT MANAGER

Primary E-mail Address: DTEASDALE@SUPERIORASPHALTINC.NET

Secondary E-mail Address: AFARAH@SUPERIORASPHALTINC.NET

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ADDENDUM NO. #2

25-737



Office of Procurement Services

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

**SOLICITATION:** CDBG Funded Road Resurfacing

07/10/2025

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 CHANGES THE LAST DAY OF QUESTIONS FROM 07/17/2025 TO 07/24/2025 AND THE BID OPENING DATE FROM 07/31/2025 AT 3:00 PM TO 08/07/2025 AT 3:00 PM.

An additional Mandatory Prebid meeting is scheduled for **07/22/2025 at 9:00 am** due to a systems glitch. Vendors that attended the previous Prebid meetings are noted and are not required to attend.

**ADDITIONAL INFORMATION**


Solicitation extended and an additional Prebid meeting to be held due to a systems glitch shown below.

<b>Solicitation Details (25-737)</b>	
<small>The County may issue changes (addenda) to the solicitation document. Proposers are responsible for checking this site for any Addenda and other electronic documents can be found under the "Solicitation Documents" section below. For questions concern</small>	
Solicitation Number	25-737
Project Title	CDBG Funded Road Resurfacing Project
Submission Deadline	Jul 31, 2025, 3:00:00 PM
Pre-Conference	Not Applicable

**ACKNOWLEDGEMENT**

Firm Name: SUPERIOR ASPHALT, 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:  

Date: 8/7/2025

Print Name: DYLAN TEASDALE – ANTHONY FARAH

Title: GENERAL MANAGER – SENIOR PROJECT MANAGER

Primary E-mail Address: DTEASDALE@SUPERIORASPHALTINC.NET

Secondary E-mail Address: AFARAH@SUPERIORASPHALTINC.NET

Page 1 of 1

ADDENDUM NO. #3

25-737



Office of Procurement Services  
P.O. Box 7800 • 315 W. Main St., Suite 416 • Yavres, FL 32778

**SOLICITATION: CDBG Funded Road Resurfacing**

07/25/2025

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.** Please verify that we do not need a DUNS number in order to qualify to bid this project. It's requested in the bid documents. Will a standard FEIN number suffice?
- A.** Refer to Bid Document, Section 8 – Delivery and Submittal requirements.
- Q2.** Because we are not associated with HUD housing.. Do we have to be qualified like it says as employing HUD workers?
- A.** Projects that receive \$200,000 or more in HUD grant funding are considered Section 3 projects. Firms seeking to participate in a contract covered by Section 3 must complete and submit Attachment 13 - Section 3 Worker Certification regardless of whether the firm or its employees qualify. Section 3 qualification is not a requirement to be considered for a contract award.
- Q3.** Just to clarify, I can put N/A on the form when submitting?
- A.** No. Attachment 13 needs to be completed and submitted with the bid documents. If your entity does not qualify, complete page two of Attachment 13 and include it with your bid submittal.
- Q4.** On the pricing sheet for each street, at the bottom under Miscellaneous Items, the item Portable Changeable Message Signs are priced by "EA". Can this be elaborated on, please? Is the "EA", per sign?, per day? or per location? How many Message Signs are required per location? How many days prior to the work beginning are the signs required to be in place?
- A.** The PCMS are not required for this project; however, they can be utilized in lieu of door hangers as identified in Section 9.16 of the Scope of Services. The line for PCMS will be revised on the pricing sheet, a quantity of "1" shall cover one (1) PCMS for 7 calendar days.
- Q5.** Milling a butt-joint shall be required where the overlay meets existing asphalt, but how will the transition be handled where the overlay meets existing gravel roads?
- A.** Where the new pavement will intersect a driveway or rock unmaintained road, the contractor shall follow Section 9.8 of the Scope of Services.
- Q6.** In Exhibit A – Scope of Work, item 9.6.2 states "Any request for leveling course shall be identified at the time of bidding, no change orders will be approved to add leveling course after project award." Has the county identified and requested any areas on any street that shall require

Page 1 of 3

**ADDENDUM NO. #3**

25-737

the ½" leveling course?

A. The County has not identified any areas in need of leveling course. It is expected that the newly paved roadway rides equal to or better than current conditions. There will not be an opportunity to add leveling course after bid submittal.

Q7. In Exhibit A – Scope of Work, item 9.16.2 states ‘Proposed door hanger notifications shall be provided to the County for approval.’ Can a sample of an acceptable door hanger be provided?

A. PCMS may be utilized for the public notification. If this option is elected, one PCMS would need to be posted on each roadway 7 days in advance of work. If door hangers are preferred, see attached sample door hanger utilized on previous projects.

Q8. Attachment 5 – Team Composition. This form does not seem to apply as we will not be having any Consultants and Sub-Consultants.

A. Attachment 5 – Team Composition is removed in its entirety.

Q9. Exhibit D – Federal Funding Provisions (HUD). This was revoked by Executive Order 14173 on January 21, 2025. Will this be removed?

A. Grantees are encouraged to review the White House Executive Orders. The only official guidance we have to share is to direct grantees to review the EO website: <https://www.whitehouse.gov/presidential-actions/>, and HUD Response to NCDA and COSCDA on Con Plan/Action Plan Guidance(attached).

Q10. Will Attachment 13, Section 3 Worker Certification, be required to be turned in with the bid or at the end of the job only if we have successfully hired a worker from a Section 3 area.

A. Refer to Q2.

Q11. What is the Engineer’s estimate or budget?

A. \$165,000

Q12. Will as-builts be required?

A. No

Q13. How many days are allotted to complete the project?

A. Refer to Attachment 2 – Pricing Sheet. This information is provided on the pricing sheet with a summary of how it was calculated.

Q14. Is a bid bond required for this bid?

A. Refer to Exhibit E – Bonds. A bid bond is not required to submit a bid. However, a performance and payment bond will be required for 100% of the contract cost and include any adjustments for change orders issued during the project.

**ADDITIONAL INFORMATION**

1. Remove from bid documents in its entirety Attachment 5 – Team Composition
2. Revised Attachment 2 – Pricing Sheet – unlock cells on tabs for W. Loyd, Claire St, added example for PCMS per Q4.
3. Attachment - Sample Door Hanger Notice per Q7.
4. Attachment – HUD Response to NCDA and COSCDA on Con Plan/Action Plan Guidance.

**ADDENDUM NO. #3**

**25-737**

5. Bid will be accepted only from the following vendors:

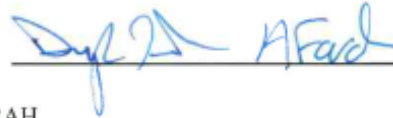
- a. Superior Asphalt, Inc
- b. Icon Construction, LLC
- c. Art Walker Construction
- d. Ranger Construction
- e. JE Davis Construction Company, S and L Materials, Inc.
- f. Estep Construction
- g. CWR Contracting
- h. Middlesex Paving

**ACKNOWLEDGEMENT**

Firm Name: SUPERIOR ASPHALT, 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:



Date: 8/7/2025

Print Name: DYLAN TEASDALE – ANTHONY FARAH

Title: GENERAL MANAGER – SENIOR PROJECT MANAGER

Primary E-mail Address: DTEASDALE@SUPERIORASPHALTINC.NET

Secondary E-mail Address: AFARAH@SUPERIORASPHALTINC.NET



ATTACHMENT 1 – SUBMITTAL FORM

ITB #25-737

The undersigned hereby declares that: SUPERIOR ASPHALT, 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 **CDBG FUNDED ROAD RESURFACING** 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 commence upon the 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**

Upon completion and acceptance of the work required in conjunction with the contract, Contractor shall submit one lump sum invoice that reflects the total value of the contract. This invoice shall email County's using department an accurate invoice within 30 calendar days after delivery. 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.

Vendor accepts MasterCard for payment: YES

**3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS**

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

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

**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. N/A

**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

Page 1 of 3

**ATTACHMENT 1 – SUBMITTAL FORM**

**ITB #25-737**

successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. 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 *Choose an item.* and enter OSD Certification Number *Click or tap here to enter text.* and enter effective date *Click or tap to enter a date.* to date *Click or tap to enter a date.*

**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](#): APPLIED FOR

**10.0 RECIPROCAL VENDOR PREFERENCE**

N/A

ATTACHMENT 1 – SUBMITTAL FORM

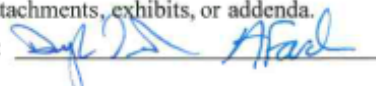
ITB #25-737

**11.0 GENERAL VENDOR INFORMATION**

Firm Name: SUPERIOR ASPHALT, INC.  
Street Address: 3197 PREMIER DR  
City: BROOKSVILLE State and ZIP Code: FL 34604  
Mailing Address (if different): PO BOX 2489 ONECO, FL 34264  
Telephone: 352-678-3537 Fax: 352-678-3660  
Federal Identification Number / TIN: 65-1115948  
DUNS Number: 13-149-2287

**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:   
Date: 8/7/2025

Print Name: DYLAN TEASDALE – ANTHONY FARAH

Title: GENERAL MANAGER – SENIOR PROJECT MANAGER

Primary E-mail Address: DTEASDALE@SUPERIORASPHALTINC.NET

Secondary E-mail Address: AFARAH@SUPERIORASPHALTINC.NET

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]*

ATTACHMENT 4 - ITB #25-737





**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.  
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES  
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) DYLAN TEASDALE - S. ANTHONY FARAH who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) GENERAL MANAGER - SENIOR PROJECT MANAGER of (Business Name) SUPERIOR ASPHALT, INC. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 7 TH day of AUGUST, 202 5.

BY:

   
Signature of Affiant

DYLAN TEASDALE - S. ANTHONY FARAH  
Printed Name

STATE OF FLORIDA  
COUNTY OF DASO

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7 day of August, 2025, by Dylan Teasdale / Anthony Farah, who is ☐ personally known to me or ☐ has produced identification (type): \_\_\_\_\_.

  
(Notary Signature)  
(SEAL)

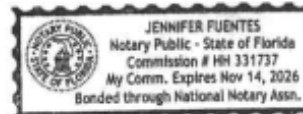




EXHIBIT B (COMPOSITE)  
CDBG FUNDED ROAD RESURFACING  
ITB # 25-737

EXHIBIT F – CDBG 2025 ROAD RESURFACING PROJECT LIMITS

Lake County Public Works

25-737

Vendor: TBD FY 2025 CDBG Resurfacing Program

Comm. District	Repair Method	Segment	Street	Route Ahead	Route Back	Estimated Paving Length	Estimated Total SY
4	1" SP 9.5 Overlay	3-9688B	West Loyd St	Third St	Alco Rd	1470	3267
4	1" SP 9.5 Overlay	3-9688C	Ann St	First St	Fifth St	1216	2728
4	1" SP 9.5 Overlay	3-9689	Claire St	Butler St	Loyd St	1311	2940
4	1" SP 9.5 Overlay	3-9688	Fifth St	SR 40	END OF CO MAINT	298	754
Total Length (Feet)						4,295	
Total Length (Miles)						0.81	

EXHIBIT F – CDBG 2025 ROAD RESURFACING PROJECT LIMITS

25-737



**EXHIBIT C**  
**PRICING SHEET**

ATTACHMENT 2 - PRICING SHEET

25-737

CDBG FUNDED ROAD RESURFACING

Vendor Name

SUPERIOR ASPHALT, INC.

Pavement Markings	UNIT	UNIT COST (PAINT)	UNIT COST (THERMO)
6" White	LF	\$ -	\$ -
6" Yellow	LF	\$ 2.50	\$ 3.00
8" White	LF	\$ -	\$ -
12" White	LF	\$ -	\$ -
18" White	LF	\$ -	\$ -
18" Yellow	LF	\$ -	\$ -
24" White	LF	\$ -	\$ -
Symbol - Single Arrow	EA	\$ -	\$ -
Symbol - Combination Arrow	EA	\$ -	\$ -
Message - School w/bars	EA	\$ -	\$ -
Message - Railroad w/bars	EA	\$ -	\$ -
Message - Only	EA	\$ -	\$ -
Message - Merge	EA	\$ -	\$ -
Message - Stop	EA	\$ -	\$ -
24" white stop bar up to 12'	EA	\$ 125.00	\$ 250.00
Raised Pavement Markings (RPM's)	EA	\$ 8.00	<del>\$ -</del>
Special Emphasis Crosswalks up to 12'	EA	\$ -	\$ -
Bike Symbol w/arrow	EA	\$ -	\$ -
Misc		\$ -	\$ -

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD RESURFACING**

**ITB#25-737**

ATTACHMENT 2 - PRICING SHEET

25-737

<b>Vendor: SUPERIOR ASPHALT, INC.</b>								
Comm. District	Repair Method	Segment	Street	Route Ahead	Route Back	Estimated Paving Length	Estimated Total SY	Total Estimated Resurfacing Cost
4	1" SP 9.5 Overlay	3-9688B	West Loyd St	Third St	Alco Rd	1470	3267	\$ 43,182.50
4	1" SP 9.5 Overlay	3-9688C	Ann St	First St	Fifth St	1216	2728	\$ 36,277.00
4	1" SP 9.5 Overlay	3-9689	Claire St	Butler St	Loyd St	1311	2940	\$ 39,007.00
4	1" SP 9.5 Overlay	3-9688	Fifth St	SR 40	END OF CO MAINT	298	754	\$ 10,273.00
<b>Notes:</b> Proposed resurfacing is located within the listed TO and FROM, however, it may not include the entire segment listed. Contractor should field verify all quantities before submitting quote.						<b>Total Length (Feet)</b>	<b>Total:</b>	<b>\$ 128,739.50</b>
<b>Completion Day Calculation:</b> Based on production rates of 150 tons /day plus 10% with 3 additional days for prep work, and 14 days for Thermoplastic Pavement Marking application. Weekend days are not counted. Roads are geographically grouped by color over road name.						<b>Total Length (Miles)</b>		
						<b>Total Calendar Days to Complete Resurfacing:</b>	<b>22</b>	

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD RESURFACING

ITB#25-737

ATTACHMENT 2 - PRICING SHEET

25-737

CDBG FUNDED ROAD RESURFACING

Lake County Public Works - Resurfacing Pricing Sheet - Attachment 2

A Pricing Sheet shall be completed for each roadway.

SUPERIOR ASPHALT, INC.

SAVE AND SUBMIT AS AN EXCEL FILE

Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide asphalt paving services to the County in accordance with 22-537 A-C. Services performed must be in accordance with specifications listed and implied.

THIS SPREADSHEET IS PASSWORD PROTECTED. ANY ALTERATIONS MADE TO THIS SHEET MAY RESULT IN DISQUALIFICATION OF BID.

Road Name: West Loyd St

Road Number: 3-9688B

BID ITEMS	UNIT	QUANTITY	UNIT COST	EXTENDED	
1" SP 9.5 Asphaltic Concrete	SY	3267	\$ 12.50	\$ 40,837.50	
			Total:	\$ 40,837.50	
Pavement Markings	UNIT	QUANTITY	UNIT COST (PAINT)	UNIT COST (THERMO)	EXTENDED
6" White	LF		\$ -	\$ -	\$ -
6" Yellow	LF	100	\$ 2.50	\$ 3.00	\$ 550.00
8" White	LF		\$ -	\$ -	\$ -
12" White	LF		\$ -	\$ -	\$ -
18" White	LF		\$ -	\$ -	\$ -
18" Yellow	LF		\$ -	\$ -	\$ -
24" White	LF		\$ -	\$ -	\$ -
Symbol - Single Arrow	EA		\$ -	\$ -	\$ -
Symbol - Combination Arrow	EA		\$ -	\$ -	\$ -
Message - School w/bars	EA		\$ -	\$ -	\$ -
Message - Railroad w/bars	EA		\$ -	\$ -	\$ -
Message - Only	EA		\$ -	\$ -	\$ -
Message - Merge	EA		\$ -	\$ -	\$ -
Message - Stop	EA		\$ -	\$ -	\$ -
24" white stop bar up to 12'	EA	1	\$ 125.00	\$ 250.00	\$ 375.00
Raised Pavement Markings (RPM's)	EA		\$ 8.00	\$ -	\$ -
Bike Symbol	EA		\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
			Total:	\$ 925.00	
Miscellaneous Items	UNIT	QUANTITY	UNIT COST	EXTENDED	
Leveling Course (50 lbs / SY)	SY	165	\$ 8.00	\$ 1,320.00	
Portable Changeable Message Signs (Example: a quantity of "1" shall cover one (1) PCMS for 7 calendar days)	EA	1	\$ 100.00	\$ 100.00	
Misc			\$ -	\$ -	
			Total:	\$ 1,420.00	
*Contractor shall verify all quantities.					
*Leveling Course need shall be included at time of bidding.					
			Roadway Total:	\$ 43,182.50	

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD RESURFACING

ITB#25-737

ATTACHMENT 2 - PRICING SHEET

25-737

CDBG FUNDED ROAD RESURFACING

Lake County Public Works - Resurfacing Pricing Sheet - Attachment 2

A Pricing Sheet shall be completed for each roadway.

SUPERIOR ASPHALT, INC.

SAVE AND SUBMIT AS AN EXCEL FILE

Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide asphalt paving services to the County in accordance with 22-537 A-C. Services performed must be in accordance with specifications listed and implied.

THIS SPREADSHEET IS PASSWORD PROTECTED. ANY ALTERATIONS MADE TO THIS SHEET MAY RESULT IN DISQUALIFICATION OF BID.

Road Name: Ann St

Road Number: 3-9688C

BID ITEMS	UNIT	QUANTITY	UNIT COST	EXTENDED	
1" SP 9.5 Asphaltic Concrete	SY	2728	\$ 12.50	\$ 34,100.00	
			Total:	\$ 34,100.00	
Pavement Markings	UNIT	QUANTITY	UNIT COST (PAINT)	UNIT COST (THERMO)	EXTENDED
6" White	LF		\$ -	\$ -	\$ -
6" Yellow	LF	100	\$ 2.50	\$ 3.00	\$ 550.00
8" White	LF		\$ -	\$ -	\$ -
12" White	LF		\$ -	\$ -	\$ -
18" White	LF		\$ -	\$ -	\$ -
18" Yellow	LF		\$ -	\$ -	\$ -
24" White	LF		\$ -	\$ -	\$ -
Symbol - Single Arrow	EA		\$ -	\$ -	\$ -
Symbol - Combination Arrow	EA		\$ -	\$ -	\$ -
Message - School w/bars	EA		\$ -	\$ -	\$ -
Message - Railroad w/bars	EA		\$ -	\$ -	\$ -
Message - Only	EA		\$ -	\$ -	\$ -
Message - Merge	EA		\$ -	\$ -	\$ -
Message - Stop	EA		\$ -	\$ -	\$ -
24" white stop bar up to 12'	EA	1	\$ 125.00	\$ 250.00	\$ 375.00
Raised Pavement Markings (RPM's)	EA	4	\$ 8.00	\$ -	\$ 32.00
Bike Symbol	EA		\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
			Total:	\$ 957.00	
Miscellaneous Items	UNIT	QUANTITY	UNIT COST	EXTENDED	
Leveling Course (50 lbs / SY)	SY	140	\$ 8.00	\$ 1,120.00	
Portable Changeable Message Signs (Example: a quantity of "1" shall cover one (1) PCMS for 7 calendar days)	EA	1	\$ 100.00	\$ 100.00	
Misc			\$ -	\$ -	
			Total:	\$ 1,220.00	
*Contractor shall verify all quantities.					
*Leveling Course need shall be included at time of bidding.					
			Roadway Total:	\$ 36,277.00	

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD  
RESURFACING ITB#25-737

ATTACHMENT 2 - PRICING SHEET

25-737

CDBG FUNDED ROAD RESURFACING

**Lake County Public Works - Resurfacing Pricing Sheet - Attachment 2**

A Pricing Sheet shall be completed for each roadway.

**SUPERIOR ASPHALT, INC.**

**SAVE AND SUBMIT AS AN EXCEL FILE**

Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide asphalt paving services to the County in accordance with 22-537 A-C. Services performed must be in accordance with specifications listed and implied.

**THIS SPREADSHEET IS PASSWORD PROTECTED. ANY ALTERATIONS MADE TO THIS SHEET MAY RESULT IN DISQUALIFICATION OF BID.**

Road Name: Claire St

Road Number: 3-9689

BID ITEMS	UNIT	QUANTITY	UNIT COST	EXTENDED	
1" SP 9.5 Asphaltic Concrete	SY	2940	\$ 12.50	\$ 36,750.00	
			Total:	\$ 36,750.00	
Pavement Markings	UNIT	QUANTITY	UNIT COST (PAINT)	UNIT COST (THERMO)	EXTENDED
6" White	LF		\$ -	\$ -	\$ -
6" Yellow	LF	100	\$ 2.50	\$ 3.00	\$ 550.00
8" White	LF		\$ -	\$ -	\$ -
12" White	LF		\$ -	\$ -	\$ -
18" White	LF		\$ -	\$ -	\$ -
18" Yellow	LF		\$ -	\$ -	\$ -
24" White	LF		\$ -	\$ -	\$ -
Symbol - Single Arrow	EA		\$ -	\$ -	\$ -
Symbol - Combination Arrow	EA		\$ -	\$ -	\$ -
Message - School w/bars	EA		\$ -	\$ -	\$ -
Message - Railroad w/bars	EA		\$ -	\$ -	\$ -
Message - Only	EA		\$ -	\$ -	\$ -
Message - Merge	EA		\$ -	\$ -	\$ -
Message - Stop	EA		\$ -	\$ -	\$ -
24" white stop bar up to 12'	EA	1	\$ 125.00	\$ 250.00	\$ 375.00
Raised Pavement Markings (RPM's)	EA	4	\$ 8.00	\$ -	\$ 32.00
Bike Symbol	EA		\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
			Total:	\$	957.00
Miscellaneous Items	UNIT	QUANTITY	UNIT COST	EXTENDED	
Leveling Course (50 lbs / SY)	SY	150	\$ 8.00	\$ 1,200.00	
Portable Changeable Message Signs (Example: a quantity of "1" shall cover one (1) PCMS for 7 calendar days)	EA	1	\$ 100.00	\$ 100.00	
Misc			\$ -	\$ -	
			Total:	\$ 1,300.00	
*Contractor shall verify all quantities.					
*Leveling Course need shall be included at time of bidding.					
			Roadway Total:	\$	39,007.00

\*Contractor shall verify all quantities.

\*Leveling Course need shall be included at time of bidding.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD RESURFACING

ITB#25-737

ATTACHMENT 2 - PRICING SHEET

25-737

CDBG FUNDED ROAD RESURFACING

Lake County Public Works - Resurfacing Pricing Sheet - Attachment 2

A Pricing Sheet shall be completed for each roadway.

SUPERIOR ASPHALT, INC.

SAVE AND SUBMIT AS AN EXCEL FILE

Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide asphalt paving services to the County in accordance with 22-537 A-C. Services performed must be in accordance with specifications listed and implied.

THIS SPREADSHEET IS PASSWORD PROTECTED. ANY ALTERATIONS MADE TO THIS SHEET MAY RESULT IN DISQUALIFICATION OF BID.

Road Name: Fifth St

Road Number: 3-9688

BID ITEMS	UNIT	QUANTITY	UNIT COST	EXTENDED	
1" SP 9.5 Asphaltic Concrete	SY	754	\$ 12.50	\$ 9,425.00	
			Total:	\$ 9,425.00	
Pavement Markings	UNIT	QUANTITY	UNIT COST (PAINT)	UNIT COST (THERMO)	EXTENDED
6" White	LF		\$ -	\$ -	\$ -
6" Yellow	LF	72	\$ 2.50	\$ 3.00	\$ 396.00
8" White	LF		\$ -	\$ -	\$ -
12" White	LF		\$ -	\$ -	\$ -
18" White	LF		\$ -	\$ -	\$ -
18" Yellow	LF		\$ -	\$ -	\$ -
24" White	LF		\$ -	\$ -	\$ -
Symbol - Single Arrow	EA		\$ -	\$ -	\$ -
Symbol - Combination Arrow	EA		\$ -	\$ -	\$ -
Message - School w/bars	EA		\$ -	\$ -	\$ -
Message - Railroad w/bars	EA		\$ -	\$ -	\$ -
Message - Only	EA		\$ -	\$ -	\$ -
Message - Merge	EA		\$ -	\$ -	\$ -
Message - Stop	EA		\$ -	\$ -	\$ -
24" white stop bar up to 12'	EA		\$ 125.00	\$ 250.00	\$ -
Raised Pavement Markings (RPM's)	EA	4	\$ 8.00	\$ -	\$ 32.00
Bike Symbol	EA		\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
Misc			\$ -	\$ -	\$ -
			Total:		\$ 428.00
Miscellaneous Items	UNIT	QUANTITY	UNIT COST	EXTENDED	
Leveling Course (50 lbs / SY)	SY	40	\$ 8.00	\$ 320.00	
Portable Changeable Message Signs (Example: a quantity of "1" shall cover one (1) PCMS for 7 calendar days)	EA	1	\$ 100.00	\$ 100.00	
Misc			\$ -	\$ -	
			Total:	\$ 420.00	
*Contractor shall verify all quantities.					
*Leveling Course need shall be included at time of bidding.					
			Roadway Total:	\$ 10,273.00	



**EXHIBIT D**

**PERFORMANCE AND PAYMENT BOND**

**EXHIBIT H – PERFORMANCE BONDS**

**25-737**

**PERFORMANCE/PAYMENT BOND**

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

- A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

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

- B. Contracts under \$500,000, bond provisions of Section 287.0935, Florida Statutes apply.
- C. Contracts over \$500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current [Surety Bonds - List of Certified Companies \(treasury.gov\)](#) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.
- E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.
- F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

**AWARD RECOMMENDED VENDOR INSTRUCTIONS**

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

- A. Surety is licensed to do business in the State of Florida;
- B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- D. Surety is otherwise in compliance with the Florida Insurance Code;
- E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars (\$10.00) for first page and eight dollars and fifty cents (\$8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Contractor Address 2 \_\_\_\_\_  
Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_  
Surety Address \_\_\_\_\_  
Surety Address 2 \_\_\_\_\_  
Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with Obligee for \_\_\_\_\_  
Contract No. \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**NOW THEREFORE, THE CONDITION OF THIS BOND** are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

Page 2 of 7

BOND NO. \_\_\_\_\_

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

**Contractor, as PRINCIPAL:**

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Principal

\_\_\_\_\_  
#2 Witness as to Principal

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)

Page 3 of 7

BOND NO. \_\_\_\_\_

SURETY:

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Surety

\_\_\_\_\_  
#2 Witness as to Surety

**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**

\_\_\_\_\_  
#1 Witness as Attorney In Fact

\_\_\_\_\_  
#2 Witness as Attorney In Fact

By: \_\_\_\_\_  
(As Attorney In Fact)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)

**PAYMENT BOND**

**BOND NO.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_  
Contractor Address \_\_\_\_\_  
Contractor Address 2 \_\_\_\_\_  
Contractor Telephone \_\_\_\_\_

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_  
Surety Address \_\_\_\_\_  
Surety Address 2 \_\_\_\_\_  
Surety Phone \_\_\_\_\_

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)  
for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS,** Principal and Obligee as Owner have reached a mutual agreement for \_\_\_\_\_ (hereinafter referred to as the "Contract") which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

**NOW THEREFORE, THE CONDITIONS OF THIS BOND** are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. \_\_\_\_\_

**BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

**Contractor, as PRINCIPAL:**

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Principal

\_\_\_\_\_  
#2 Witness as to Principal

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)

BOND NO. \_\_\_\_\_

SURETY:

Company: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Surety

\_\_\_\_\_  
#2 Witness as to Surety

**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**

By: \_\_\_\_\_

(As Attorney In Fact)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as Attorney In Fact

\_\_\_\_\_  
#1 Witness as Attorney In Fact

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online  
notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)



EXHIBIT E

MBE /WBE COMMITMENT STATEMENT

ATTACHMENT 10 - ITB#25-737

MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder <b>SUPERIOR ASPHALT, INC.</b> Address	(2) IFB Number <b>25-737</b> Bid Opening Date <b>8/7/2025</b> Contact Person <b>DYLAN TEASDALE - S. ANTHONY FARAH</b>
<b>352-678-3537</b> Telephone Number	

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

*(3) COMPANY NAME EIN/ SSN/UEI TELEPHONE NUMBER	(4) MBE (X)		(4) WBE (X)		(4) Sec. 3 (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	*(7) TOTAL COMMITMENT DOLLAR AMOUNT
	Goal 14.9%	N/A	Goal 6.9%	N/A				
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%  
A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By: 	Telephone Number/E-mail Address: <b>352-678-3537</b> <b>DTEASDALE@SUPERIORASPHALTINC.NET</b> <b>AFARAH@SUPERIORASPHALTINC.NET</b>
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Use additional sheets if necessary.



## EXHIBIT F

### DAVIS BACON REQUIREMENTS 29 CFR PART 5.5

29 CFR 5.5 (up to date as of 5/29/2025)  
Contract provisions and related matters.

29 CFR 5.5 (May 29, 2025)

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This content is from the eCFR and is authoritative but unofficial.

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#### Title 29 — Labor

#### Subtitle A — Office of the Secretary of Labor

#### Part 5 — Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

#### Subpart A — Davis-Bacon and Related Acts Provisions and Procedures

**Source:** 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

**Authority:** 5 U.S.C. 301; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 28 U.S.C. 2461 note; 40 U.S.C. 3141 et seq.; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 et seq.; Secretary's Order No. 01-2014, 79 FR 77527; and the laws referenced by § 5.1(a).

**Source:** 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

**Editorial Note:** Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

#### § 5.5 Contract provisions and related matters.

- (a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation (48 CFR chapter 1)) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages —**

- (i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

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during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **Frequently recurring classifications.**

- (A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:
  - (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
  - (2) The classification is used in the area by the construction industry; and
  - (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

- (A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is used in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a

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report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) **Withholding –**

(i) **Withholding requirements.** The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld

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from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) **Records and certified payrolls —**

(i) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

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or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements –**

- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

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- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
  - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access –**
- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency

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may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) **Apprentices and equal employment opportunity –**

(i) **Apprentices –**

- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

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determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- (ii) **Equal employment opportunity.** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
- (7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5,

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6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

- (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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done

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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 watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 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 (b)(1).

(3) **Withholding for unpaid wages and liquidated damages –**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - (iv) Informing any other person about their rights under CWHSSA or this part.
- (c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- (d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- (e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

29 CFR 5.5(e) (enhanced display)

page 11 of 12

29 CFR 5.5 (up to date as of 5/29/2025)  
Contract provisions and related matters.

29 CFR 5.5(e)

*(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:*

Paragraph	OMB Control No.
(a)(1)(ii)(B)	1235-0023
(a)(1)(ii)(C)	1235-0023
(a)(1)(iv)	1235-0023
(a)(3)(i)	1235-0023
(a)(3)(ii)(A)	1235-0023
	1235-0008
(c)	1235-0023

*[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022; 88 FR 2215, Jan. 13, 2023; 88 FR 57734, Aug. 23, 2023; 89 FR 1815, Jan. 11, 2024; 90 FR 1859, Jan. 10, 2025]*

29 CFR 5.5(e) (enhanced display)

page 12 of 12



EXHIBIT G

DAVIS BACON ACT POSTERS

# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

**PREVAILING  
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

**OVERTIME**

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

**ENFORCEMENT**

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

**APPRENTICES**

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

**RETALIATION**

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

**PROPER PAY**

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 REV 10/17

# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:



o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 SPA REV 10/17

**EXHIBIT H**  
**DAVIS BACON WAGE DETERMINATION**

"General Decision Number: FL20250254 01/03/2025

Superseded General Decision Number: FL20240254

State: Florida

Construction Type: Highway

County: Lake County in Florida.

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 14026 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>◆ Executive Order 13658 generally applies to the contract.</li><li>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

SUFL2022-023 06/27/2024

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD  
RESURFACING**

**ITB#25-737**

	Rates	Fringes
CARPENTER.....	\$ 22.72	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.18	1.49
ELECTRICIAN.....	\$ 24.08	3.40
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.92 **	0.00
LABORER: Common or General.....	\$ 15.08 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 21.43	3.75
LABORER: Pipelayer.....	\$ 21.63	0.00
LABORER: Grade Checker.....	\$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.27	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.30	0.00
OPERATOR: Boom.....	\$ 33.61	11.50
OPERATOR: Broom/Sweeper.....	\$ 17.12 **	0.00
OPERATOR: Bulldozer.....	\$ 22.37	3.44
OPERATOR: Crane.....	\$ 32.18	0.00
OPERATOR: Grader/Blade.....	\$ 19.25	0.00
OPERATOR: Loader.....	\$ 18.42	0.76
OPERATOR: Mechanic.....	\$ 29.69	0.00
OPERATOR: Milling Machine.....	\$ 20.86	1.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.73	0.00
OPERATOR: Piledriver.....	\$ 25.18	0.00
OPERATOR: Roller.....	\$ 18.28	0.00
OPERATOR: Scraper.....	\$ 15.54 **	0.00
OPERATOR: Screed.....	\$ 17.84	0.00
OPERATOR: Tractor.....	\$ 16.00 **	0.68
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 15.93 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.33 **	0.00



TRUCK DRIVER: Flatbed Truck.....\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 20.76	0.00
TRUCK DRIVER: Off the Road Truck.....\$ 16.55 **	0.00
TRUCK DRIVER: Water Truck.....\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....\$ 21.19	0.00

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination.  
The date, 01/03/2024 in the example, reflects the date on which  
the classifications and rates under the ?SA? identifier took  
effect under state law in the state from which the rates were  
adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can  
be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on  
a wage determination matter
- d) an initial conformance (additional classification  
and rate) determination

On survey related matters, initial contact, including requests  
for summaries of surveys, should be directed to the WHD Branch  
of Wage Surveys. Requests can be submitted via email to  
davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as  
conformance decisions, requests for initial decisions should be  
directed to the WHD Branch of Construction Wage Determinations.  
Requests can be submitted via email to BCWD-Office@dol.gov or  
by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested  
party (those affected by the action) that disagrees with the  
decision can request review and reconsideration from the Wage  
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).  
Requests for review and reconsideration can be submitted via  
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the  
interested party's position and any information (wage payment  
data, project description, area practice material, etc.) that  
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative  
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

EXHIBIT I

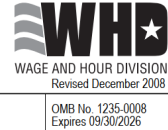
WHD WEEKLY PAYROLL SUBMITTAL FORM AND CERTIFICATION  
(OMB FORM NO. 1235-0008)

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

For contractor's optional use; see instructions at [dol.gov/agencies/whd/forms/wh347](https://dol.gov/agencies/whd/forms/wh347)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>		ADDRESS		OMB No. 1235-0008 Expires 09/30/2026				
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.		
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE OT OR ST HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA WITH- HOLDING TAX OTHER TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O					
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND SUPERIOR ASPHALT INC. FOR CDBG FUNDED ROAD  
RESURFACING ITB#25-737

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — In addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

REMARKS:	
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NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.	

**EXHIBIT J**  
**SECTION 3 INTENT TO COMPLY**

**ATTACHMENT – 12**

**INTENT TO COMPLY**

**ITB #25-737**

SUPERIOR ASPHALT, INC., Contractor agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within Lake County, Florida.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
  - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - 2. Participants in YouthBuild Programs, and
  - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a bid basis, whenever feasible, when let in a Section 3 covered project area.
- F. To notify Section 3 Workers and Section 3 Business Concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
  - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - b. Applicants selected to carry out YouthBuild projects;
  - c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
- I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.

Page 1 of 2

ATTACHMENT – 12

INTENT TO COMPLY

ITB #25-737

- J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
- K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- L. To submit reports to the RACW and/or HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

Contractor Certification

As an officer and representative of SUPERIOR ASPHALT, INC. [Name of Contractor]  
On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

DYLAN TEASDALE - GENERAL MANAGER & ANTHONY FARAH - SENIOR PROJECT MANAGER

Name and Title of the Authorized Representative (print or type)

   
Signature of Authorized Representative

8/7/2025  
Date



**EXHIBIT K**  
**NON-COLLUSION AFFIDAVIT**

ATTACHMENT – 11      NON-COLUSION DECLARATION      ITB #25-737

I, DYLAN TEASDALE - ANTHONY FARAH, hereby declare that I am  
(NAME)

GENERAL MANAGER - SR PROJECT MANAGER of SUPERIOR ASPHALT, INC.  
(TITLE) (FIRM)

of ONECO, FL  
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitted a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements or representations made in this Declaration.
8. I affirm that the firm has informed the County in writing of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm for violation of state or federal anti-trust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes

ATTACHMENT – 11 NON-COLUSION DECLARATION

ITB #25-737

disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

I declare under penalty of perjury that the foregoing is true and correct.

Contractor, as PRINCIPAL:

Company: SUPERIOR ASPHALT, INC.

By: [Signature]  
(Authorized Signature)

Printed Name: DYLAN TEASDALE - ANTHONY FARAH

Title: GENERAL MANAGER - SR PROJECT MANAGER

Date: 8/7/2025

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7 day of August, 2025, by Dylan Teasdale / Anthony Farah as General Manager / Sr Project Manager for Superior Asphalt Inc.

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

[Signature]  
(Notary Signature)

(SEAL)

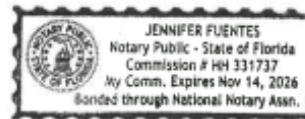


EXHIBIT L

SECTION 3 BUSINESS AND WORKER CERTIFICATIONS

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files.

Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses.

This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: Superior Asphalt, Inc.  
Address: PO Box 2489 Oneco, FL 34264  
Project information:  
Project Name: CDBG Funded Road Resurfacing  
Project Address: West Loyd St., Ann St., Claire St., Fifth St.

Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)\* OR by individuals that are current public housing residents or current residents of Section 8-assisted housing?  
\*Please reference <https://www.huduser.gov/portal/datasets/il.html> (select relevant income area to determine limits) to determine if employee is less than 80% of the current area median income.

( ) Yes (X) No

2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI)?

(X) Yes ( ) No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Signature: [Signature]

Print Name: KEITH TANNER Date: 8-6-2025