

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

**DATE:** 09/23/2024

**MEETING DATE:** 10/22/2024

**TO:** Jennifer Barker, County Manager

**ITEM TYPE:** Consent Item

**THRU:**

**ITEM ID:** 33315

David Salinas, Solid Waste Director

**BY:** Bill Ponko, Senior Contracting Officer

**SUBJECT:** Hazardous Waste Disposal Services

**RECOMMENDATION/REQUIRED ACTION:** Approve

Recommend approval:

1. Of Contracts 24-923A and 24-923B with Greer Enterprises, LLC (Mobile, AL with an office in Lithia, FL) and Perma-Fix of Florida, Inc. (Atlanta, GA with an office in Gainesville, FL) for hazardous waste disposal services on an as-needed basis; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is \$300,000 (expenditure) and is within, and will not exceed, any fiscal year budget.

**BACKGROUND SUMMARY:** The Office of Procurement Services, in coordination with the Office of Solid Waste, issued Invitation to Bid 24-923 for as-needed hazardous waste disposal services at the Solid Waste Landfill Facility located at 13130 County Landfill Road in Tavares, Florida. The solicitation replaces expiring Contract 19-0931 and provides for an initial one-year term with two additional two-year terms available.

Five responses were received, as shown on the attached tabulation sheet. The two lowest-priced responsive and responsible vendors are recommended for award. Greer Enterprises, LLC, shall serve as the primary contractor for these services, while Perma-Fix of Florida, Inc. will serve as a secondary alternate contractor.

Fiscal Impact:

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
LANDFILL ENTERPRISE	4200	4568600	830340	N/A	\$300,000.00

Advertised Date:

Paper:

Attachments:

1.	Price Tabulation 24-923
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**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA  
AND PERMA-FIX OF FLORIDA, INC  
FOR HAZARDOUS WASTE DISPOSAL SERVICES  
ITB# 24-923**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, and Perma-Fix of Florida, Inc., a Florida profit corporation, its successors and assigns, herein referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted Invitation to Bid (ITB) #24-923 seeking firms or individuals qualified to provide hazardous waste disposal services; and

**WHEREAS**, 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 hereinafter set forth, 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** The purpose of this Agreement is for CONTRACTOR to provide hazardous waste disposal services, on an on-call basis, for the COUNTY, hereinafter referred to as the "Project/Service."

**Article 3. Scope of Services**

**3.1** Scope. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Services, attached and incorporated by reference as composite **Exhibit A**, as well as the Addenda and completed Submittal Form. CONTRACTOR agrees to perform the Project/Service in accordance with CONTRACTOR's proposal which was submitted and considered by the COUNTY in entering into this Agreement. 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.

**3.2** Term. This Agreement shall be effective for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. The Agreement shall commence upon the first day of the next calendar month after approval by the authorized authority. The Agreement 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.

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

**3.4** 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 or 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.

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

The 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 contract.

**3.6** The CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Service assigned to the CONTRACTOR is being supported in whole or in part by State funding, the CONTRACTOR shall give preference to the employment of State residents in the performance of the work on the Service if State residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ State residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post Federal the employment needs in the State's job bank system. However, in work involving the expenditure of aid funds, this section may not be enforced in such a manner as to 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.

#### **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 as provided in the Pricing Sheet, which is attached and incorporated by reference as **Exhibit B**.

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.

**4.2** The CONTRACTOR will submit an invoice to the COUNTY no later than the thirtieth (30th) day after the task has been completed and accepted by the COUNTY. Any invoice submitted by the CONTRACTOR 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.

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. 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 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. The value of the various parts of the Service performed.
- D. Previously invoiced amounts and credit payments made, if applicable.
- E. The total amount due, less any agreed retainage.
- F. Submit a current schedule with every pay application;

and must also have attached such 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 release **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.**

**4.3** 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.

**4.4** In the event any part of this Agreement or the Service, is to be funded by Federal, State, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

**4.5** 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.

**4.6** 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.

**Article 5. County Responsibilities**

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

**5.2** The COUNTY 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 Provisions**

**6.1 Intent of the Contract Documents.**

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

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

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

**6.2 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.

**6.3 Contractor Personnel.**

A. This Agreement was entered based upon the reliance of the COUNTY that the personnel listed in the response to the ITB submitted by CONTRACTOR would perform the Service/Project. The CONTRACTOR

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

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the 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. 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.

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

E. The 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.

F. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY's Project Manager (the person managing the specific Service from the Facilities & Fleet Management Department) 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 of driver's license/State of Florida identification card/valid passport/valid work visa.
6. A current, clear, color photo (head shot) taken with a plain background.
7. Building names and addresses of the facilities where the individual will be working.

8. Any additional information that may be requested by the Lake County Sheriff's Office.

G. 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.

H. Background Check

1. Background checks will be performed by the Lake County Sheriff's Office for projects and services being done at the Lake County Courthouse at no expense to the CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". The CONTRACTOR will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" must be supplied to the COUNTY's Project Manager prior to any work starting.
2. The Lake County Sheriff's Office will have the ultimate decision-making authority as to the approval or denial of all personnel, subcontractors, and representatives of the CONTRACTOR.
3. The COUNTY's Project Manager shall notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys

1. The CONTRACTOR's personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.
2. All approved personnel, subcontractors, and representatives of the CONTRACTOR will be issued identification badges and will be required to wear them at all times while on the COUNTY's property. At no time will personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on the COUNTY's property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a CONTRACTOR identification badge.
3. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the CONTRACTOR.
4. The Facilities Maintenance Division Manager will notify the CONTRACTOR by email that identification badges, proximity cards, and keys are ready for pickup, and will have the CONTRACTOR complete release forms and then distribute them to the CONTRACTOR for disbursement to their personnel, subcontractors, and representatives. The COUNTY's Project Manager must be copied on the email.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys

1. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY's Project Manager.
2. Personnel, subcontractors, and representatives of the CONTRACTOR must be temporarily substituted by the CONTRACTOR with a suitable replacement until the Contractor has obtained a new identification badge/proximity card.

3. The CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR's next invoice.

K. Reports. The CONTRACTOR shall provide a report within thirty (30) business days of the start date for all employees currently being utilized for the Service. The COUNTY's Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY's Project Manager. Reports must include the following information:

1. Individual's name, birthdate, and driver's license number.
2. Identification badge/proximity card number.
3. All facilities where the employee works.
4. All facilities accessible by proximity card or key.
5. The date the identification badge/proximity card was issued.
6. Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage.
7. The date that the individual left employment of the contractor and the identification badge/proximity card was returned.

L. Worker Dismissal / Leave Reporting

1. The CONTRACTOR shall immediately email the Facilities Maintenance Division 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 Facilities Maintenance Division 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.

M. 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.

**6.4** Subcontractors.

A. In the event that the CONTRACTOR needs to hire a subcontractor to complete the work being assigned, prior approval from the Project Manager must be obtained. The cost of the subcontractor must be indicated on the estimate and the invoice. The CONTRACTOR may assess a percentage of up to fifteen (15) percent above the actual cost of the subcontractor. A copy of the subcontractor's invoice to the CONTRACTOR must accompany the invoice being submitted to the COUNTY. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

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

**6.5** Completion of the Scope of Services. The 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.

**6.6** Emergencies. If required by the Scope of Services, 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.

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.

**6.7** 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 Occupational Safety and Health Administration (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 the 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.

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, Material 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.

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 work day. 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. The CONTRACTOR must have ample cleaning supplies and a minimum of two (2) vacuum cleaners 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. **PLEASE NOTE: 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.**

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

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

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

J. The 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.

#### **6.8 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.

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

**6.10** 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, during or prior to construction operations, the COUNTY should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance 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 corrected 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. 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 reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY's Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY's Project Manager will then make a determination if the work will be accepted and remain in place. 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.

#### **6.11 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.

D. 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.

**6.12 Time for Completion and Extensions.**

A. 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. A written Notice to Proceed is required for the CONTRACTOR to schedule or begin work. 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 3.2 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.

**6.13 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, the amount of an increase will be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum five percent (5%) markup by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed 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.

E. 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.

#### **6.14 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. 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 contract 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 in (C) above.

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

F. **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.

#### **6.15 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. 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 the contract 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.

D. 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.

E. 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.

**6.16 Warranties.** All warranties will begin on the date of the COUNTY's acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans or specifications. The 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. 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 contract 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. Further, a specific warranty period is included as a requirement as follows:

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

B. **Correcting Defects Covered Under Warranty.** The CONTRACTOR shall promptly correct any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the 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 the CONTRACTOR in writing that the CONTRACTOR may be debarred as a vendor of the COUNTY, and may become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

**6.17. 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.

**6.18 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.

**6.20 Fees.** The following is a list of fees that may be assessed to the CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections or missed appointments. The fees, if any, will be deducted from the final invoices.

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

The eighty dollar (\$80.00) fee shown above 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 the CONTRACTOR.

## **Article 7. Special Terms and Conditions**

### **7.1 Termination.**

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) calendar days' written notice to 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 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 Insurance.**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, 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 the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the 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 working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

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

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

iv. Employers Liability with the following minimum limits and coverage:

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

v. Builders Risk Coverage is required for the Contract/completed value.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies.

Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

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

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.

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

**7.4 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. Additionally, the CONTRACTOR warrants that it has 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 it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. While this Agreement may be funded in part with State Grant funds, neither the State nor the Department of Financial Services is a party to this Agreement; nothing herein shall be construed as to grant CONTRACTOR any rights to benefits or privileges of any kind from the State or the Department of Financial Services.

**7.5 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.

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

**7.7 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.

**7.8 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.

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.

**7.9 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 in resulting from the services provided in this Agreement.

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

**7.11 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 five (5) 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 GSI-SL, a copy of which can be found at this link: [GSI-SL for State and Local Government Agencies \(floridados.gov\)](https://www.floridados.gov/gsi-sl), 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 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.

**7.12 Public Records.**

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

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

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

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

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

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

**7.13 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.

**7.14 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; and Christmas Day.

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

**7.15 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.

**7.16 Protection of Property.** All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the 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. 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.

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.

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

**7.18 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.

**7.19 Accident Notification.** If in the course of completing work as part of this Agreement there is an accident that involves 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.

**7.20 Licensing/Permits.** The CONTRACTOR shall remain appropriately licensed and/or permitted 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 and/or permitted throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. It shall be the CONTRACTOR's sole responsibility to ensure that required licensing and permitting is maintained and that all State, Federal, FDEP, and any other applicable laws, rules, and regulations are fully complied with throughout the course of the Service. Current copies of any licenses and/or permits have been provided with the bid documents and documentation related to same shall be provided upon future request of COUNTY.

**7.21 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.

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

**7.23** The State of Florida and the Department of Financial Services are not a party to this Agreement; the State of Florida and the Department of Financial Services shall not be liable to CONTRACTOR for any expenses or liabilities incurred under this Agreement.

**7.24** Discriminatory Vendor List. 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.

**7.25** Antitrust Violator Vendor List. 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.

**7.26** Inspection of Records. As required by Section 216.1366, Florida Statutes, CONTRACTOR agrees to allow inspection by the Department of Financial Services, any financial records, papers, and documents of held by the CONTRACTOR that are directly related to the performance of this Agreement and the Grant Award or the expenditure of state funds as well as of any programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of this Agreement or to ensure that the terms of the Grant Award and this Agreement are being met. CONTRACTOR shall provide such records, papers, and documents as request by the Department of Financial Services within 10 business days after the request is made.

**7.27** Time is of the essence. Due to State grant funding of all or a portion of this work, time is of the essence in completion of the work under this Agreement within the timeframes provided for in the Scope of Work and paragraph 3.2 of this Agreement.

**7.28** Continuing duty to disclose legal proceedings and fraud.

A. CONTRACTOR shall disclose to the COUNTY, in writing, any criminal investigation, litigation, or proceeding that arises during the term of this Agreement involving CONTRACTOR.

B. CONTRACTOR shall also disclose to the COUNTY, in writing, any civil litigation, arbitration, that arises during the term of this Agreement to which the CONTRACTOR is a party and which (1) might reasonably be expected to adversely affect the viability or financial stability of the contractor or (2) involves a claim or written allegation of fraud against the CONTRACTOR by a governmental or public entity arising out of business dealing with governmental or public entities.

C. CONTRACTOR must provide notice to the COUNTY within thirty (30) business days following the date that the CONTRACTOR becomes aware of any such investigation, litigation, arbitration, or other proceeding (Proceedings).

D. The duty to disclose applies to officers and directors of the CONTRACTOR when any proceeding relates to the officer's or director's business or financial activities.

E. COUNTY shall make the necessary disclosures of such Proceedings to the Department of Financial Services, as required by the Grant Agreement. CONTRACTOR will make available all information necessary to demonstrate to the Department of Financial Services that performance under this Agreement and the terms of the Grant Agreement will not be affected by such Proceedings and that CONTRACTOR has not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in the Proceedings.

F. CONTRACTOR shall include this provision any contracts entered with subcontractors performing work under this Agreement.

**7.29** 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.

**7.30** Grant Cooperation. CONTRACTOR agrees to cooperate with the COUNTY in ensuring compliance with the Department of Financial Services Grant Agreement. CONTRACTOR shall provide to the COUNTY copies of any supporting documents requested and provide all information reasonably necessary to meet Grant Agreement reporting requirements and ensure closure of the Grant Agreement with the state.

## **Article 8. Miscellaneous Provisions**

**8.1** This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONTRACTOR hereby waives its right to a jury trial for any action arising from the Agreement.

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

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

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

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

**8.6** During the term of this Agreement the 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.

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

**8.8** 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.

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

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

**8.11** With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases will be governed by the same terms and conditions as stated in this Agreement with the exception of the change in agency name. In addition, although this Agreement is specific to a department/office of the COUNTY, it is agreed and understood that any department/office of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional COUNTY departments.

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

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

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

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

If to the CONTRACTOR:

Randy Self, Vice President/General Manager  
Perma-Fix of Florida, Inc.  
8302 Dunwoody Place  
Suite 250  
Atlanta, Georgia 30350

If to the COUNTY:

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

With a copy to:

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

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

**Article 9. Scope of Agreement**

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

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

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Pricing Sheet</b>

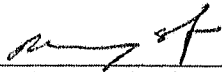
**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND PERMA-FIX OF FLORIDA, INC. FOR HAZARDOUS WASTE DISPOSAL SERVICES; ITB #24-923**

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**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**

PERMA-FIX OF FLORIDA, INC.

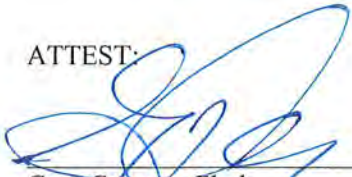
By:   
Randy Self, Vice President/General Manager

This 20<sup>th</sup> day of SEPTEMBER, 2024.

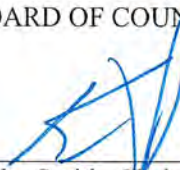
COUNTY

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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



  
\_\_\_\_\_  
Kirby Smith, Chairman

This 22nd day of October, 2024.

Approved as to form and legality:

Melanie Marsh 10/22/24  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

**Exhibit A**  
**Scope of Services**

**EXHIBIT A – SCOPE OF WORK/SERVICES**

**24-923**

**Hazardous Waste Disposal Services**

**1. Definitions**

Household Hazardous Waste/Chemical Collection (HHWCC) Program - A County sponsored, continuous collection process involving the collection of Household Hazardous Waste and Chemicals delivered to the collection site located at the Lake County Office of Solid Waste at 13130 County Landfill Road, Tavares, Florida 32778 by individuals and residents and materials collected from the Household Hazardous Waste Mobile Collection Unit in accordance with Chapter 62-730, Florida Administrative Code.

Qualified Conditionally Exempt Small Quantity Generators (CESQG) are allowed to participate in the HHWCC Program by registration with the County and delivering materials on Wednesdays.

Special Hazardous Collection Events - Periodic collection events scheduled as necessary, to provide disposal opportunities to Small Quantity Generators (SQG) and uniquely targeted groups.

**2. Scope of Service**

Provide sufficient, competent, trained staff to receive, identify, handle, package, consolidate, store and transport all hazardous waste received and processed as a result of the continuous HHWCC Program and special collection events initiated by the County. The County reserves the right to remove any material from the waste stream which is collected pursuant to its household hazardous waste/chemical collection program, including consolidation of compatible wastes prior to transport. The minimum requirements for the special collection events are as follows:

- A. **Traffic Control** - Establish a configuration of logistics and personnel which will allow participants in the collection event to drive through the Solid Waste facility without leaving their car. The contractor shall remove the hazardous material from the participant's vehicle. Post signs or other legible instruction to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic and set up separate, clearly designated traffic lanes for CESQG and SQG participants. Provide for the uninterrupted flow of traffic during shed clean out activities.
- B. **Handling and Packaging of Wastes** - Provide on-site, at the County's specified location, services for the safe removal of hazardous wastes from vehicles, interviewing participants on the characteristics of their wastes, and determining the appropriate handling and storage of the wastes during special events (which the County will designate throughout the term of the contract). The material, once properly identified, shall be transported to the contractor's packaging and consolidation area located at the site. This service shall be performed by technicians with the minimum qualifications outlined within this ITB and contract.
- C. **Temporary Packaging and Consolidation** - Select a location at the County's site for the collection of household hazardous waste/household chemicals and establish a temporary packaging and consolidation area. Provide all of the necessary equipment and materials required for setting up and operating the temporary packaging and storage area. Equipment shall be clean, properly maintained and clearly identifiable as belonging to the contractor. Transport all waste accepted during the event to this area for identification, testing,

Page 1 of 10



**EXHIBIT A – SCOPE OF WORK/SERVICES**

**24-923**

**Hazardous Waste Disposal Services**

packaging, labeling and temporary storage. Material shall only be packaged in United States Department of Transportation (US DOT) containers which are approved for the storage and transportation of the hazardous material contained within.

- D. Identification of Wastes - Provide identification of all hazardous wastes received at the collection center. Identification shall be sufficient to properly package and label all hazardous wastes pursuant to US DOT requirements for transportation of hazardous wastes and materials and to ensure acceptance of the wastes at a permitted facility approved by the County. Provide all materials and equipment necessary for the proper testing and identification of wastes received during the event. Provide this service through the use of a chemist meeting the minimum requirements for the position as outlined within this ITB.
- E. Consolidation of Wastes - Consolidate compatible wastes in order to provide the County with the lowest disposal cost for those wastes; including but not limited to, pouring off, or mixing together chemically compatible liquid oil based paints; pouring off, or mixing together chemically compatible flammable liquids such as oil, kerosene, gasoline, heating oil or other flammable or combustible liquids; pouring off, or mixing together chemically compatible liquid pool chlorine or pouring off or mixing together any other material which is chemically compatible and will not change or increase the hazard class or disposal cost of the original materials and would not create an increased risk to employees or participants in the collection events. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which may be supplied by the contractor. Provide this service through the use of a chemist meeting the minimum requirements for this position as outlined within this ITB.
- F. Lab Packing - Provide services for the lab packing of hazardous materials for disposal. Lab packing shall be performed at the temporary packaging and consolidation area which shall be established by the contractor and approved by the County. Each lab pack shall be accompanied by a lab pack list which identifies the individual types, the exact quantities and hazardous contents of the completed lab pack. Supply the County with the lab pack lists upon completion of the lab pack. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within. The minimum amount of packing material and the smallest practicable packaging container which can be safely utilized in the lab packing operation shall be used. Provide this service through the use of a chemist meeting the minimum requirements for this position as outlined within this ITB. Materials to be lab-packed will be provided to the contractor in the original containers.
- G. Storage of Wastes - The contractor may, unless otherwise specified by the County; store properly packaged and labeled hazardous waste at the County's permanent storage facility prior to transporting these wastes for disposal. This waste may be stored for a period of no longer than two (2) calendar days. Only wastes which have been accumulated as a result of the household hazardous waste/chemical collection program may be stored at the County's location. The contractor may store CESQG wastes at the County's facility specified within this ITB.

**EXHIBIT A – SCOPE OF WORK/SERVICES**

**24-923**

**Hazardous Waste Disposal Services**

- H. Manifesting of Wastes - Supply and complete a Uniform Hazardous Waste Manifest (US EPA Form 8700-22) in accordance with 40 CFR Part 262, Subpart B, and comply with the manifesting of 40 CFR Part 263, for all hazardous wastes collected and packaged during the project or transported from the County, by the contractor, for disposal. The manifest shall adequately describe the contents and amounts of the material being transported and shall comply with all applicable US DOT requirements for the identification of hazardous materials. Identify on the manifest the actual weight or quantity of material listed on the manifest. The contractor is prohibited from making weight or quantity estimates of material identified on the manifest. All containers of hazardous materials shall be labeled with the proper EPA waste identification code and start accumulation date of the container. The contractor shall be identified on the Uniform Hazardous Waste Manifest as the generator for all wastes collected by the contractor through the household hazardous waste/chemical collection program and shipped off the County's site for disposal by the contractor. Copies of all manifests shall be provided to the County upon completion of the collection event.

Prepare any required Land Disposal Restriction forms or documents and provide the County with copies of the completed forms prior to transportation of any material for disposal.

- I. Transportation and Disposal - The County estimates it will generate the following types of wastes as defined within this ITB. The management of all wastes shall be limited to the following disposal options listed below. The following codes shall identify the disposal method for each waste using the following codes:

- (T) Hazardous waste treatment
- (L) Hazardous waste landfill
- (I) Hazardous waste incineration
- (F) Fuel blending
- (R) Recycling

- J. Transportation of Wastes - Transport all wastes which are approved by the County to hazardous waste facilities identified in the ITB using transporters meeting the minimal insurance and licensing requirements as outlined within this ITB and contract. The contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.

- K. Disposal of Wastes – The contractor shall transport and deliver material for disposal to destination facilities which maintain a permit from the Environmental Protection Agency (EPA) or from an Authorized State and which is defined as a Treatment, Storage and Disposal Facility (TSDF) as identified in 40 CFR Part 264. Identify the name, addresses, EPA Identification number, the contact person and telephone number of the facility which will be utilized for disposal of hazardous material. List the facility, the waste code, and the treatment method in which the facility shall employ for each type of waste the facility shall accept. Provide a list of any and all violations, enforcement actions, fines over the amount of Five Thousand and 00/100 Dollars (\$5,000.00), or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation. Disclose any instance of being denied a permit or license for the conduction of household

**EXHIBIT A – SCOPE OF WORK/SERVICES**

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**Hazardous Waste Disposal Services**

hazardous waste/household chemical collection in the past three (3) years. The above items must be listed with your response to this ITB. The contractor must ensure that any materials which are generated as a result of the household hazardous waste/chemical collection program be prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR Part 264, or delivered to non-hazardous waste incinerators except those authorized to burn hazardous waste fuels, or any such facility which is not licensed to conduct treatment, storage, or disposal of hazardous wastes identified in 40 CFR Part 264. The contractor shall supply the County with a certificate of destruction for wastes removed. The certificate of destruction shall be supplied no later than ninety (90) days from the removal of the waste. The County reserves the right to withhold a percentage of the awarded contract amount until the receipt by the County of the certificate of destruction.

- L. Recyclable Materials - Separate and segregate materials which can be recycled and select to recycle those materials as the preferred method of disposal. This shall include but not limited to anti-freeze, waste oil, automobile batteries, latex paint or any other materials which may be identified by the contractor or the County.
- M. Non-Hazardous Wastes - The contractor shall not, unless otherwise directed by the County, package or dispose of non-hazardous waste or empty containers formally containing hazardous waste which are collected during a household hazardous waste collection event. The County shall provide a container for the disposal of non-hazardous wastes and empty containers collected during the events and the contractor shall place these wastes in this container at the direction of the County.
- N. Unacceptable Wastes - Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted within the household hazardous waste/chemical collection program. The contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.
- O. Title of the Waste - Title to all wastes accepted by the contractor at the site from County, residents and CESQG's for transport and disposal by the contractor shall pass directly from such County resident or CESQG to the contractor upon acceptance of the waste by the contractor.
- P. Small Quantity Generators - Collect wastes from the County's Small Quantity Generators. The County shall supply a mailing list of SQG and CESQG. Establish milk runs or small quantity collection schemes in order to provide economical transportation and disposal costs for the County's SQG. The cost for disposal of the County's SQG wastes shall be paid by the SQG and the contractor shall be responsible for the collection of funds from the SQG. The contractor shall provide a toll-free telephone number for the SQG to contact the contractor. The SQG shall be charged a rate for disposal which is the same as identified by the contractor within its proposal to the County for the disposal of wastes collected as part of the County's household hazardous waste/ chemical collection program.

**EXHIBIT A – SCOPE OF WORK/SERVICES**

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**Hazardous Waste Disposal Services**

Provide at least two (2) workshops per year directed to small quantity generators to provide them with information and to assist them in preparation for participating. The date, time, and a general description of the purpose of the workshops shall be advertised in the local media through the Chambers of Commerce, and through trade associations at least sixty (60) days prior to the date of a collection event. Placement of advertisements shall be approved by the County at least seventy (70) days prior to the date of a collection event. The workshops shall be held at least thirty (30) days prior to the date of a collection event. These workshops shall address topics such as obtaining an EPA identification number, identifying and preparing their waste for collection, collection costs, guidance on waste reduction, and their legal responsibilities as hazardous waste generators. The contractor shall prepare an agenda outlining topics for County approval at least fifteen (15) days prior to the first workshop. The workshops and advertisements shall be conducted and placed at no cost to County or to the participants.

- Q. Reports – Within forty-five (45) days of completion of the household hazardous waste/chemical collection program pick-up, the contractor shall provide the County the following reports:
1. Date, location and the number of hours of the event and the number of cars, or residents which participated in the event, the type and exact quantity of the material received and the type and quantity of material rejected.
  2. The contractor shall match the quantities of material received with the resultant containers which the contractor placed the received material into for disposal. The report shall list the hazard class of the container or lab pack as in flammable liquid, poison solid or liquid, etc. Total quantities (in pounds and/or gallons) of each hazard shall be noted.
  3. List of materials transported for disposal along with copies of the corresponding manifests with the destination facility and the treatment method for each waste specified.
  4. Detailed report of any spills or emergencies which occurred during performances of his services and outline the outcome of any remedial actions taken to include the current condition of the situation.
  5. A detailed invoice to the County pursuant to the terms and conditions specified in this ITB and resultant contract.
- R. The contractor shall assist in the advertising for special events scheduled by the County. County shall provide mailing labels and the contractor shall incur the cost of mailing out a pre-approved flyer.
- S. Optional Services - List, with your response to this ITB, any other services, and price schedule associated therewith, that County may, at its option, include within the contract for services.

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**EXHIBIT A – SCOPE OF WORK/SERVICES**

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**Hazardous Waste Disposal Services**

- T. The contractor shall submit monthly invoices by the tenth (10<sup>th</sup>) calendar day of each month. These invoices shall be submitted to the County user department that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

**3. Plans and Procedures**

- A. Submit and maintain a contingency plan, approved by the County, which adequately describes how to identify and correct any problems which may be encountered during the performance of the duties required within this ITB. The plan must include remedial action provisions, spill prevention and control and emergency responses for hazardous waste transportation.
- B. Submit and maintain a site safety plan, approved by the County. At a minimum the plan must include provisions for the proper handling of hazardous materials, worker and participant safety and traffic control. The plan must ensure that appropriate measures are taken to prevent damage to human health, the environment and public and private property.

**4. Equipment**

The contractor shall provide the following devices and equipment, clearly labeled and identified as belonging to the contractor, for use at the household hazardous waste/chemical collection event:

- A. An internal communication or alarm system capable of providing immediate emergency instructions, either voice or signal, to participating personnel.
- B. A device such as a telephone or handheld two-way radios which are capable of summoning emergency assistance from police, fire or State or local emergency response personnel.
- C. Fire control equipment, including portable fire extinguishers and chemical extinguishing equipment, such as those using foam, inert gas or dry chemicals.
- D. Spill control equipment including adequate quantities of absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums or any other materials or devices which may be required for the control of spills or releases of material handled by the contractor.
- E. Personnel protective equipment in adequate quantities to outfit all participants in the household hazardous waste/household chemical collection event. Equipment shall provide, at a minimal, the level of protection required for the tasks performed by the contractor. The contractor shall have adequate quantities of material such as chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, self-contained breathing equipment and any other safety equipment required by the contractor in the performance of his duties relating to the event or in the response to emergency situations.

**EXHIBIT A – SCOPE OF WORK/SERVICES**

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**Hazardous Waste Disposal Services**

- F. First-aid and CPR supplies and equipment.
- G. Drums, containers, liners, covers, rings, bolts, hazardous waste labels, manifests, lab pack lists, lab packing materials, material testing equipment or supplies, or any other material or supply as might be needed for the receipt, identification, packaging, transportation and disposal of the material collected during the household hazardous waste/household chemical event.

**5. Personnel**

The County will require the contractor to have on staff a minimum of one (1) project manager, one (1) chemist and two (2) technicians. Personnel shall have the following minimum qualifications and responsibilities:

- A. Chemist - Persons identified as chemists shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. Individuals shall have at least two (2) years' experience in conducting household hazardous waste/household chemical collection events and participated in the identification, classification and lab packing of chemicals and hazardous materials as part of its duties. Persons shall have participated in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910.

The responsibility of the chemist shall be to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste/household chemical collection event.

- B. Project Manager - Person identified as project manager shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. At least four (4) years' experience in supervising household hazardous waste/household chemical collection events and participated in the collection, identification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for disposal as part of its duties. Project manager must have participated in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910. Individuals shall have received first aid and CPR training and be familiar with the emergency application of same.

The responsibility of the contractor's project manager shall be to manage, supervise and take direct responsibility for the actions of all employees and activities of the contractor or subcontractor during the household hazardous waste/chemical collection event and ensure compliance to the conditions of the contract. The project manager shall ensure that employees properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for wastes being properly labeled and manifested and be responsible in determining the appropriate disposal methods for the hazardous materials collected during

**EXHIBIT A – SCOPE OF WORK/SERVICES**

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**Hazardous Waste Disposal Services**

the household hazardous waste collection events. The project manager shall be responsible for the contractor's actions in the prevention of spills or releases of hazardous materials and the contractor's responses to accidents and releases as a result of activities relating to the contractor or the conduction of the collection of hazardous materials during the household hazardous waste/chemical collection event.

- C. Technician - Participation in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR Part 1910. Technicians shall have at least two (2) years' experience in the collection and proper handling of household hazardous wastes and participated in the collection, identification and manual transporting to the contractor's consolidation areas, all chemicals and hazardous materials received as part of its collection of hazardous materials at similar household hazardous waste/household chemical collection events.

Technicians shall be responsible for the identification and safe removal of hazardous materials which are delivered by County residents and CESQG's to the household hazardous waste/household chemical collection event site. Technicians shall safely transport these materials to the contractor's accumulation area and be able to identify potential hazards related to the handling of these materials.

- D. Medical Surveillance - All site personnel, including any subcontractor, shall have successfully completed a pre-placement or periodic medical examination prior to their assignment to the project, in compliance with 29 CFR Part 1910. Identify any proposed subcontractors along with their proposed tasks with your response to this ITB.

**6. Emergency or disaster situation**

The contractor shall assist the County in case of emergency or disaster situations for cleanup, collection, and disposal of hazardous waste at sites determined by the County per the disaster fee schedule. (The vendor shall submit a proposed disaster fee schedule with this ITB.

**7. Training**

The contractor shall provide the following training at no cost to the County, at a site designated by the County for County employees:

- a. Forty (40) hour OSHA training on an as needed basis
- b. Eight (8) hour refresher course, on an as needed basis, which shall include the Department of Transportation HM181.

**PRICE REDETERMINATIONS**

The Contractor may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) calendar days of the anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of

**EXHIBIT A – SCOPE OF WORK/SERVICES**

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**Hazardous Waste Disposal Services**

approval unless otherwise approved by a duly executed amendment to the Agreement.

- A. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the [Statistics Site](#). The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.
- C. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.
- D. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.
- E. Materials Price Redetermination. At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination.

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**EXHIBIT A – SCOPE OF WORK/SERVICES**

**24-923**

**Hazardous Waste Disposal Services**

As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Steel product mfg. from purchased steel- PCU3312--3312", as published by the Bureau of Labor Statistics.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

Current applicable PPI	\$200.50
Base index PPI	<u>- \$179.20</u>
PPI increase dollars	\$21.30
PPI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- F. Expiration Upon Failure to Agree to Price Redetermination. If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

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**ATTACHMENT 1 – SUBMITTAL FORM**

**24-923**

The undersigned hereby declares that: Perma-Fix of Florida, 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 **HAZARDOUS WASTE DISPOSAL SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

**1.0 TERM OF CONTRACT**

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

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

**2.0 PAYMENT**

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

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

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

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

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

**ATTACHMENT 1 – SUBMITTAL FORM**

**24-923**

**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. Randy Self

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number [Click or tap here to enter text.](#) and enter effective date [Click or tap to enter a date.](#) to date 5/13/2024

**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 – N/A**

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

**11.0 GENERAL VENDOR INFORMATION**

Firm Name: Perma-Fix of Florida, Inc  
Street Address: 1940 NW 67th Place  
City: Gainesville State and ZIP Code: Florida 32653  
Mailing Address (if different): [Click or tap here to enter text.](#)  
Telephone: 352.373.6066

**ATTACHMENT 1 – SUBMITTAL FORM**

**24-923**

Purchase Order Email Address: [brenda.siebert@perma-fix.com](mailto:brenda.siebert@perma-fix.com)  
Federal Identification Number / TIN: 59-3241888

**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: *Randy Self*

Date: 5/13/2024

Print Name: Randy Self

Title: Vice President / General Manager

Primary E-mail Address: [randy.self@perma-fix.com](mailto:randy.self@perma-fix.com)

Secondary E-mail Address: Click or tap here to enter text.

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.

**Randy Self**  
Digitally signed by Randy Self  
Date: 2024.05.17 10:09:29 -04'00'

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ADDENDUM NO. 1

24-923



REAL FLORIDA • REAL PLACES  
Office of Procurement Services

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

**SOLICITATION: Hazardous Waste Disposal Services**

05/13/2024

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

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

**QUESTIONS/RESPONSES**

1. Question: What is the estimated annual spend for this contract?

**Response:** \$120,000

2. Question: How often does the current vendor provide service at the HHW collection site?

**Response:** 7-8 times per year

3. Question: Qualified Conditionally Exempt Small Quantity Generators (CESQG) are allowed to participate in the HHWCC Program by registration with the County and delivering materials on Wednesdays. Is the vendor responsible for collecting funds from the CESQGs?

**Response:** No, VSQGs are processed via the Scale house with a ticket and cost on Wednesdays completed via the household hazardous waste section.

4. Special Hazardous Collection Events - Periodic collection events scheduled as necessary, to provide disposal opportunities to Small Quantity Generators (SQG) and uniquely targeted groups.

- a. Question: How many Special Hazardous Waste Collection events per year?

**Response:** There are not any events at the present time

- b. Question: Does the current vendor provide equipment, materials and labor for Special Hazardous Waste Collection Events?

**Response:** The incumbent vendor has submitted a price list for a possible collection.

- c. Question: If so, are there line items in the Bid Pricing Sheet for these services?

**Response:** See Attachment 2 - Pricing Sheet for pricing including the cost of Project Manager, Technician, Personnel.

5. It was mentioned on the site walk that ALL oil-based paint and latex paint ship direct to Covanta under a separate contract. However, the Bid Pricing sheet requests pricing for 176 drums of Latex paint and 45 drums of Oil-based paint.

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ADDENDUM NO. 1

24-923

- a. Question: Are these volumes accurate?  
**Response:** Oil base paint is processed and shipped out via Hazardous Waste Contractor. Latex paint is not shipped out via Hazardous Waste Contractor
- b. Question: If volumes are accurate, what is the source of the paint and why wasn't the paint sent to Covanta?  
**Response:** Latex paint is shipped via the County.
6. Small Quantity Generators - Provide at least two (2) workshops per year directed to small quantity generators to provide them with information and to assist them in preparation for participating.
  - a. Question: How many participants attended the most recent two workshops?  
**Response:** Lake County has not participated in any workshops.
  - b. Question: Please specify the expected sources of advertisement required of the vendor.  
**Response:** In the event of a workshop the standard process of flyers, newspaper, social media.
7. Question: The contractor shall assist in the advertising for special events scheduled by the County. County shall provide mailing labels and the contractor shall incur the cost of mailing out a pre-approved flyer. How many mailers were sent out on average for the past two special events?  
**Response:** None
8. The contractor shall provide the following training at no cost to the County, at a site designated by the County for County employees. Forty (40) hour OSHA training on an as needed basis. Eight (8) hour refresher course, on an as needed basis, which shall include the Department of Transportation HM181.
  - a. Question: How many (of each) training sessions listed above were provided by the Vendor during 2022 and 2023  
**Response:** 24 hours training- 16  
8 hours refresher- 12
  - b. Question: How many County employees were involved per training class?  
**Response:** 16 per training session
9. Question: Will the County consider adding a line item to the pricing sheet for the E-manifest fee?  
**Response:** No, bidders shall add the cost in the disposal cost.
10. Question: In reference to Exhibit A Scope of Work/Services, Section 2, Paragraphs H & K (Manifesting and Disposal of Wastes), can the County please confirm that any Contractor who manages any waste materials through the performance of this contract that would otherwise meet the definition of a hazardous waste as RCRA Exempt Household Hazardous Waste and shipped as merely DOT Haz-Mat on a Non-Hazardous Waste Manifest would be in default of the performance requirements of said contract?

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**ADDENDUM NO. 1**

**24-923**

**Response:** Any Contractor who manages any waste materials through the performance of this contract that would otherwise meet the definition of a hazardous waste as RCRA Exempt Household Hazardous Waste and shipped as merely DOT Haz-Mat on a Non-Hazardous Waste Manifest would be in default of the performance requirements of contract.

11. **Question:** In reference to Exhibit A Scope of Work/Services (page 8 of 10) the solicitation documents discuss Price Redeterminations regarding wages, fuel and materials. This represents three of the four primary cost components in play within the scope of services for this solicitation but omits the fourth, and undoubtedly most volatile, component of waste disposal. Would it be possible to include the disposal of hazardous waste as a fourth cost component for evaluation for potential future price redeterminations during the contract renewal periods? This could be evaluated using the average of formal price increase notifications received from the end disposal facilities.

**Response:** The fourth cost component included for evaluation of future disposal of hazardous waste in price redeterminations during the contract renewal periods utilizes the average of formal price increase notifications received from the end disposal facilities.

**ADDITIONAL INFORMATION**

12. Exhibit D – Previous Year Invoices is hereby added to the solicitation documents.  
13. Exhibit E – Previous Year Manifests is hereby added to the solicitation documents.

---

**ACKNOWLEDGEMENT**

Firm Name: Perma-Fix of Florida, 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: *Randy Self*

Date: 5/17/2024

Print Name: Randy Self

Title: Vice President / General Manager

Primary E-mail Address: randy.self@perma-fix.com

Secondary E-mail Address: Click or tap here to enter text.

**Randy Self** Digitally signed by Randy Self  
Date: 2024.05.17 10:08:58  
-04'00'

ADDENDUM NO. 2

24-923



Office of Procurement Services

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

**SOLICITATION: Hazardous Waste Disposal Services**

05/20/2024

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

**THE DATE FOR RECEIPT OF PROPOSALS IS HEREBY EXTENDED TO  
MAY 30, 2024 @ 3:00PM (EST)**

**QUESTIONS/RESPONSES**

1. Can the County provide the current contractor rates, including any price increases?

**Response:** Contract 19-0931 is publicly available via the Lake County Office of Procurement Services website.

2. Can the County provide copies of 2023 invoices?

**Response:** See Addendum #1

3. Has your legal counsel flagged this as a public works job that is subject to prevailing wage?

**Response:** No

4. Has the County filed a PWC100 form and can you please provide the number for same?

**Response:** No. The form will not be completed until the selection of a contractor.

5. Will the County be willing to negotiate the general terms and conditions? If the vendor is to answer No to item 3 – Certification Regarding Lake County Terms and Conditions – in Attachment 1 will we have an opportunity to negotiate terms if awarded?

**Response:** No

6. The solicitation states that submission indicates a binding offer to the County and agreement of terms and conditions referenced in the Solicitation. Will the County allow for the vendor to submit requested redlines in their proposal?

**Response:** No

7. For the submittal - can we upload one document with all required attachments included in that document? Or do Attachments 1-4 need to be uploaded separately?

**Response:** Either method is acceptable

Page 1 of 2



**ADDENDUM NO. 2**

**24-923**

8. For the SAM.gov registration, do we just need to provide proof that we are registered or is the County looking for something else?

**Response:** Please provide proof of registration

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**ACKNOWLEDGEMENT**

Firm Name: Perma-Fix of Florida, 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: *Randy Self*

**Randy Self**  
Digitally signed by Randy Self  
Date: 2024.05.28 12:12:57 -04'00'

Date: 5/20/2024

Print Name: Randy Self

Title: Vice President / General Manager

Primary E-mail Address: randy.self@perma-fix.com

Secondary E-mail Address: Click or tap here to enter text.

ADDENDUM NO. 3

24-923



Office of Procurement Services

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

**SOLICITATION: Hazardous Waste Disposal Services**

05/30/2024

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

**THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO  
JUNE 6, 2024, AT 3:00PM (EST)**

**QUESTIONS/RESPONSES**

1. Question: In Addendum 1, Question #5 it is noted that all paint ship to Covanta. However, there is a line item #1 and #2 in the pricing sheet for paints. Do we need these line items since the County is just sending the paints to Covanta?

**Response:** The response to Addendum #1, Question 5 A. and B. explains that only the latex paint goes to Covanta. All oil-based paints will be processed and handled by the contractor. In the event of a disruption of service with Covanta, prevents the County from bringing latex paint to them, the pricing provided by the bidder in Attachment 2 – Pricing Sheet, line item #2, will be an option as an emergency provision.

---

**ACKNOWLEDGEMENT**

Firm Name: Perma-Fix of Florida, 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: *Randy Self* Randy Self

Digitally signed by Randy Self  
Date: 2024.05.30 14:12:44 -0400

Date: 5/30/2024

Print Name: Randy Self

Title: Vice President/General Manager

Primary E-mail Address: randy.self@perma-fix.com

Secondary E-mail Address: [Click or tap here to enter text.](#)

Page 1 of 1

**Exhibit B  
Pricing Sheet**

ATTACHMENT 2 - PRICING

24-923

Hazardous Waste Disposal Services

*Perma-Fix of Florida, Inc*

**SAVE AND SUBMIT AS AN EXCEL FILE**

Contractor to furnish all labor, materials, tools, transportation, & equipment necessary to provide services in accordance with specifications listed & implied. Actuals are unknown & estimated for evaluation purposes

Alterations to locked cells may result in disqualification of submission.

**A. BULK MATERIALS**

Bulk materials will be provided to the contractor in metal or plastic DOT approved drums. Drums will be labeled with waste type. It is the responsibility of the contractor to verify the identity of the materials before transportation. Price for disposal of bulk materials will be based on a per drum price.

Item No.	Description	UOM	Quantity	Unit Price	TOTAL
1	Oil Base Paint	55 Gallon Drum	45	\$ 240.00	\$ 10,800.00
		35 Gallon Drum	1	\$ 120.00	\$ 120.00
		5 Gallon Drum	1	\$ 60.00	\$ 60.00
	List Disposal Method:	Fuel Blending			
2	Latex Paint	55 Gallon Drum	176	\$ 120.00	\$ 21,120.00
		35 Gallon Drum	1	\$ 120.00	\$ 120.00
		5 Gallon Drum	1	\$ 60.00	\$ 60.00
		LB - Bulk Roll-Off Rate	93,380	\$ 0.22	\$ 20,543.60
	List Disposal Method:	Fuels Blending			
3	Flammable Liquid, Non-Halogenated	55 Gallon Drum	31	\$ 100.00	\$ 3,100.00
		35 Gallon Drum	1	\$ 75.00	\$ 75.00
		5 Gallon Drum	1	\$ 50.00	\$ 50.00
	List Disposal Method:	Fuels Blending			
4	Flammable Liquid, Halogenated	55 Gallon Drum	31	\$ 100.00	\$ 3,100.00
		35 Gallon Drum	1	\$ 75.00	\$ 75.00
		5 Gallon Drum	1	\$ 50.00	\$ 50.00
	List Disposal Method:	Fuels Blending			
5	Flammable Liquid Poisons	55 Gallon Drum	1	\$ 360.00	\$ 360.00
		35 Gallon Drum	1	\$ 180.00	\$ 180.00
		5 Gallon Drum	1	\$ 90.00	\$ 90.00
	List Disposal Method:	Fuels Blending			

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND PERMA-FIX OF FLORIDA, INC. FOR HAZARDOUS WASTE DISPOSAL SERVICES; ITB #24-923

ATTACHMENT 2 - PRICING		24-923		Hazardous Waste Disposal Services	
Item No.	Description	UOM	Quantity	Unit Price	TOTAL
6	Poisons, B, Liquid	55 Gallon Drum	1	\$ 800.00	\$ 800.00
		35 Gallon Drum	1	\$ 600.00	\$ 600.00
		5 Gallon Drum	1	\$ 400.00	\$ 400.00
	List Disposal Method:	Incineration			
7	Poisons, B, Solid	55 Gallon Drum	1	\$ 800.00	\$ 800.00
		35 Gallon Drum	1	\$ 600.00	\$ 600.00
		5 Gallon Drum	1	\$ 400.00	\$ 400.00
	List Disposal Method:	Incineration			
8	Dioxin/PCB	55 Gallon Drum	1	\$ 800.00	\$ 800.00
		35 Gallon Drum	1	\$ 600.00	\$ 600.00
		5 Gallon Drum	1	\$ 400.00	\$ 400.00
	List Disposal Method:	Incineration			
9	Corrosives	55 Gallon Drum	1	\$ 800.00	\$ 800.00
		35 Gallon Drum	1	\$ 600.00	\$ 600.00
		5 Gallon Drum	1	\$ 400.00	\$ 400.00
	List Disposal Method:	Incineration			
10	Oxidizers	55 Gallon Drum	1	\$ 900.00	\$ 900.00
		35 Gallon Drum	1	\$ 675.00	\$ 675.00
		5 Gallon Drum	1	\$ 450.00	\$ 450.00
	List Disposal Method:	Incineration			
11	Hazardous Waste Liquids & Solids Hazard Class 9 BDAT	55 Gallon Drum	1	\$ 800.00	\$ 800.00
		35 Gallon Drum	1	\$ 600.00	\$ 600.00
		5 Gallon Drum	1	\$ 400.00	\$ 400.00
	List Disposal Method:	Incineration			
12	Aerosol Cans	55 Gallon Drum	24	\$ 300.00	\$ 7,200.00
		35 Gallon Drum	1	\$ 225.00	\$ 225.00
		5 Gallon Drum	1	\$ 150.00	\$ 150.00
	List Disposal Method:	Fuel Blending			
13	Antifreeze	55 Gallon Drum	1	\$ 180.00	\$ 180.00
		35 Gallon Drum	1	\$ 135.00	\$ 135.00
		5 Gallon Drum	1	\$ 90.00	\$ 90.00
	List Disposal Method:	Recycling or Fuel Blending			

List separately any surcharges that may apply for special materials or contamination involved with items 1 through 13 above. Example: Surcharges based on percentage of halogens or the water content of flammable liquids.

**B. LAB PACKS**

ATTACHMENT 2 - PRICING		24-923	Hazardous Waste Disposal Services		
Item No.	Description	UOM	Quantity	Unit Price	TOTAL
25	Hazardous Waste Liquids or Solids Hazard Class 9 BDAT	Pound	8,672	\$ 0.50	\$ 4,336.00
	List Disposal Method:	Subtitle C Landfill			
26	Latex Paints	Pound	8,800	\$ 0.25	\$ 2,200.00
	List Disposal Method:	Subtitle D Landfill or Waste to Energy			

**C. MATERIALS**

Contractor must provide all packing and testing materials as part this RFP. The County will provide bulk materials in DOT approved drums. At the discretion of the county, the contractor may be required to provide drums, at the County expense, for materials that are to be lab packed.

Item No.	Description	UOM	Quantity	Unit Price	TOTAL
27	Drum Prices (Each)	55 Gallon Drum	207	\$ 50.00	\$ 10,350.00
28	UN-Rated Labpack Box (Each)	55 Gallon Box	1	\$ 50.00	\$ 50.00
29	UN-Rated Labpack Box (Each)	30 Gallon Box	1	\$ 50.00	\$ 50.00
30	UN-Rated Labpack Box (Each)	5 Gallon Box	1	\$ 50.00	\$ 50.00

**D. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQGs) AND SMALL QUANTITY GENERATORS (SQGs)**

Contractor must service CESQGs and SQGs within Lake County and honor the contracted prices throughout the course of the contract. If businesses are scheduled on a run for pickup, the only additional charge that will be incurred be transportation per drum.

UOM	Quantity	Unit Price	TOTAL
55 Gallon Drum	1	\$ 65.00	\$ 65.00
<b>Grand Total (Sections A-D)</b>		\$ 181,793.10	

**E. OTHER**

Vendor may add additional pricing items on the following lines that may be invoiced under resulting contract. Vendor may not invoice for items if not included in original pricing proposal. (Attach additional sheet if needed).

DESCRIPTION	Unit of MEASURE	PRICE
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

Note: Pricing shall be all-inclusive and shall include all labor, equipment, materials, packing, transportation, disposal, reports, etc. as-needed to perform the services outlined within this RFP. The County will not pay any charges not included in your pricing proposal. Quantities listed are for evaluation purposes only and not a guarantee of work.

*The County reserves the right to negotiate with the Awarded Vendor for additional services/items similar in nature not known at time of bid closing.*

ATTACHMENT 2 - PRICING

24-923

Hazardous Waste Disposal Services

The following information is required in order to be granted a price redetermination.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	15.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30.00%