

**CONTRACT BETWEEN
THE LAKE COUNTY WATER AUTHORITY
and
ENVIRONMENTAL CONSULTING & DESIGN, INC.
to
HAUL DEWATERED ALUM RESIDUAL FROM THE NURF**

THIS AGREEMENT is dated as of the 15th day of August, 2023 by and between the LAKE COUNTY WATER AUTHORITY (hereinafter called LCWA) with principal address at 27351 SR 19, Tavares, FL 32778 and ENVIRONMENTAL CONSULTING & DESIGN, INC. (hereinafter called ECD or Contractor) with principal address at 4703 NW 53rd Avenue, Suite B-2, Gainesville, FL 32653. LCWA and ECD, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 GENERAL.

The purpose of this contract is to remove stored alum residual from the LCWA's Nutrient Reduction Facility (NuRF) located at 16100 CR 48, Mt. Dora, FL 32757.

PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be the party's prime contact person. Notices or reports shall be sent to the attention of the Project Manager by U.S. mail, postage paid to the parties' addresses as set forth below:

Project Manager for the LCWA:

Bobby Bonilla or Designee
Lake County Water Authority
27351 SR 19
Tavares, Florida 32778

Project Manager for ECD:

Carl L. Salafrio, President
4703 NW 53rd Avenue, Suite B-2
Gainesville, FL 32653

2.0 SERVICES.

- 2.1. ECD shall provide for removal of stored alum residual from the LCWA's NuRF located at 16100 CR 48, Mt. Dora, FL 32757. ECD shall remove portable dumpsters (2) at the NuRF facility which will contain alum residuals, as needed. It is anticipated that the daily volume will be approximately 40 cubic yards per day (20 cubic yards per dumpster load).
- 2.2. The alum residual shall be taken to: Lake Jem Farms at 16929 County Road 48, Mt Dora, FL 32757 or approved alternate location. All necessary permits shall be obtained by ECD.
- 2.3. The work shall consist of removing specified stored alum residual at the LCWA's NuRF. Work shall include hauling the alum residual to the approved site(s). Ineligible debris shall not be loaded, hauled, or dumped under this contract. ECD is liable for all ineligible material handled during the life of this contract.

2.3.1. Only alum residual of the NuRF containment area(s) shall be removed. ECD and its employees, agents and contractors shall not enter into private property during the performance of this contract unless pre-approved by LCWA contract manager.

2.4. ECD shall repair any damage caused by ECD AND/OR ITS SUBCONTRACTORS's equipment in a timely manner at no expense to the LCWA. The work area shall be returned to pre-work conditions after each removal event.

2.5. ECD AND/OR ITS SUBCONTRACTORS shall use their own equipment and perform work in a manner to prevent damage to LCWA's infrastructure facilities. All tracked or wheeled equipment shall be approved by the LCWA prior to use. All loading equipment is required to operate from within the containment area(s) using buckets and/or boom and grapple devices to remove and load the debris. Any damage to levees or private property shall be repaired at the expense of ECD.

2.6. ECD AND/OR ITS SUBCONTRACTORS shall conduct the work so as not to interfere with the operation of the NuRF.

2.7. The LCWA reserves the right to inspect the site, verify quantities and review operations at any time.

2.8. All work shall be accomplished in a safe manner in accordance with LCWA Safety Standards and OSHA standards.

3.0 Deleted

4.0 DEBRIS CLASSIFICATION.

4.1. Eligible Debris. Eligible debris is considered all stored alum residual material located at the NuRF and placed within portable dumpsters at a location to be agreed by ECD and LCWA.

5.0 PERFORMANCE SCHEDULE.

5.1. ECD AND/OR ITS SUBCONTRACTORS shall commence performance within thirty days of receipt of notice to proceed.

5.2. All activity associated with material removal operations shall be performed during 7AM – 7PM. ECD AND/OR ITS SUBCONTRACTORS may work 7 days per week, including holidays.

6.0 EQUIPMENT.

6.1. All trucks and other equipment shall be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment must be equipped with backup alarms. Any truck used to haul material must be capable of rapidly dumping its load without the assistance of other equipment. All equipment used to haul material shall be equipped to effectively contain the debris during transport and permit the truck/dumpsters to be filled to capacity. All hauling equipment shall be weighed and marked for its tare weight. ECD AND/OR ITS SUBCONTRACTORS are responsible for ensuring all loading and transport equipment complies with state and local laws. ECD prior to use will inspect all equipment.

7.0 REPORTING.

7.1. ECD shall submit a report to the LCWA each week of the term of the contract. A sample daily operational report is attached in Exhibit A. Each report shall contain, at a minimum, the following information:

- Contractor's Name

- Crew
- Date of Report
- Yards of material removed
- Number of Truck Trips

8.0 OTHER CONSIDERATIONS.

- 8.1. ECD shall supervise and direct the work, using skillful labor and proper equipment for all tasks. The safety of ECD AND/OR ITS SUBCONTRACTORS's personnel and equipment is the responsibility of ECD. Additionally, ECD shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2. ECD AND/OR ITS SUBCONTRACTORS shall be duly licensed in accordance with statutory requirements to perform the work in Lake County and Florida.
- 8.3. ECD AND/OR ITS SUBCONTRACTORS shall be responsible for taking corrective action in response to any notices of violations issued as a result of ECD's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the LCWA.
- 8.4. ECD is responsible for obtaining all applicable environmental and regulatory permits prior to the contractor commencing operations.
- 8.5. ECD AND/OR ITS SUBCONTRACTORS are responsible for dust control. ECD AND/OR ITS SUBCONTRACTORS shall be in compliance with all state and local laws for dust control.
- 8.6. The LCWA may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.7. ECD shall employ as many local residents and subcontractors as reasonably possible as part of this contract.

9.0 FINAL DISPOSITION

Landfill or site disposal fees are the responsibility of ECD.

10.0 COMPLETION.

- 10.1 The project shall be considered complete when ECD has completed approved removal activities in accordance with this section the contract and the LCWA project manager approves completion.
- 10.2 The contract shall be completed by September 30, 2024, unless extended by LCWA, in accordance with Section 12.1.2.

11.0 INSURANCE

- 11.1 Prior to signing the contract, ECD agrees to furnish the LCWA with all applicable certificates of insurance.
- 11.2 ECD shall maintain at all times during the term of any contract, without cost or expense to the LCWA, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the LCWA, insuring ECD against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the ECD under the terms and provisions of the contract. ECD is responsible for timely provision of certificate(s) of insurance to the LCWA at the

certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, shall insure ECD is in accordance with the following minimum limits:

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
Personal & Adv. Injury \$1,000,000
Medical Expense \$5,000
Contractual Liability Included
Broad Form Property Damage ("x-c-u" exclusion removed)

Automotive Liability Insurance, including owned, non-owned, and leased vehicles with the following minimum limits and coverage:

Combined Single Limit \$1,000,000

Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, ECD must provide a notarized statement they will not hold the LCWA responsible for any payment or compensation.

Employer's Liability Insurance with the following minimum limits and coverage:

Each Accident \$1,000,000

The Lake County Water Authority, and the Lake County Water Authority Board of Trustees, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

Commercial Pollution Legal Liability Insurance, which shall be an occurrence-based policy, in a minimum amount of five hundred thousand dollars (\$500,000) for each occurrence, One Million dollars (\$1,000,000) combined limit. The insurance provided shall cover all risks that relate to the loading, transportation and disposal of the sediment on- and off-site. The insurance provided shall provide coverage beyond the entire term of this Agreement ("Tail Coverage") for a period of thirty (30) days. The "Tail Coverage" shall not be discontinued by the insurer without thirty (30) days prior written notice to the LWCA.

Sub-Contractors' Insurance shall be verified by the CONTRACTOR *and* LCWA before the CONTRACTOR permits them to commence work on the project. The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the LCWA of any change, cancellation, or nonrenewal of the provided insurance. It is the contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder. If it is not possible for the contractor to certify compliance, on the certificate of insurance, with all of the above requirements, then the contractor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

11.3 Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER AUTHORITY BOARD OF TRUSTEES, 27351 S.R. 19 TAVARES, FL 32778-4251

Certificates of insurance shall evidence a waiver of subrogation in favor of the LCWA, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the LCWA. The contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime contractor, evidencing coverage and terms in accordance with the contractor's requirements. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the LCWA. At the option of the LCWA, the insurer shall reduce or eliminate such self-insured retentions, or the contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses. The LCWA shall 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 shall be the sole responsibility of the contractor and/or sub-contractor providing such insurance. 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. Neither approval by the LCWA of any insurance supplied by the contractor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the contractor or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

- 11.4 ECD AND/OR ITS SUBCONTRACTORS shall save and hold the LCWA harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of ECD, any subcontractor, agent or employee.

12.0 PAYMENT.

- 12.1. ECD will submit monthly invoices for work authorized under this contract. Payment for work will be made within 30 days of submittal of an invoice. ECD will provide the LCWA Project Manager weekly reports of work accomplished; Payment requires the LCWA's Project Manager's approval of reported work. The invoices will be distributed as follows:

12.1.1 From contract execution through September 30, 2024, ECD shall remove alum residuals at a fee rate of \$10.50/cy.

12.1.2 Upon termination on September 30, 2024, there will be an option for both LCWA and ECD to agree to renew the contract under the same terms. The LCWA Board must approve any such extension.

The final invoice for each fiscal year will be paid after the LCWA Project Manager has approved project completion, including removal of all target material, repair of all damages, and all subcontractors have been compensated by ECD.

- 12.2. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. Payment made is based on the post mark date or hand delivery date.

- 12.3. **For reasonable cause and/or when satisfactory progress has not been achieved by ECD during any period for which a payment is to be made, the LCWA authorized agent may retain a percentage of said payment, not to exceed 10% of the invoice value** to insure performance of the contract. Said cause and progress shall be determined by the LCWA authorized agent, in his/her sole discretion, based on his/her assessment of any past performance of ECD AND/OR ITS SUBCONTRACTORS and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12.4. The LCWA may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.5. Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the LCWA authorized agent provided ECD has completed filing of all contractually required documents and certifications with the LCWA authorized agent including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the LCWA Board of Trustees, the LCWA authorized agent may authorize changes, additions, or deductions from the work to be performed by written notice to ECD. No extra work shall be done, or any obligation incurred except upon written order by the LCWA authorized agent. If any change causes an increase or decrease in ECD's cost of, or the time required for, the performance of any part of the work under this contract, the LCWA authorized agent, with Board of Trustee concurrence, shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF CONTRACT

- 14.1 The LCWA or ECD may, by SIXTY (60) days written notice, terminate this Agreement or any Task Authorization issued hereunder, in whole or in part, at any time, either for the LCWA's or ECD's convenience or because of the failure of ECD to fulfill its Agreement obligations. Upon receipt of such notice, ECD shall:
- 14.1.1 Immediately discontinue all services affected unless the notice directs otherwise, and
 - 14.1.2 Deliver to the LCWA all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by ECD performing this Agreement, whether completed or in the process.
- 14.2 If the termination is for the convenience of LCWA, ECD shall be paid compensation for services performed to the date of termination.
- 14.3 If the termination is due to the failure of ECD to fulfill its Agreement obligations, the LCWA may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, ECD shall be liable to the LCWA for all reasonable additional costs occasioned to the LCWA thereby. ECD shall not be liable for such additional costs if the failure to perform the

Agreement arises without any fault of negligence of ECD; however, ECD shall be responsible and liable for the actions of its subcontractors, agent's employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy acts of the LCWA in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, failure to perform must be beyond the control and without any fault or negligence of ECD.

- 14.4 If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that ECD had not so failed, the termination shall be conclusively deemed voided, and ECD allowed to resume work as provided in section 2.0.

15.0 WARRANTIES AND REPRESENTATIONS

- 15.1. All claims, disputes or other matters in question concerning or arising out of or relating to this Agreement, or its breach, the parties shall endeavor to resolve first by mediation. Any party shall initiate mediation by serving a written request for mediation to the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the LCWA shall select the mediator who, if selected solely by the LCWA shall be a to file a suit or other legal proceeding will expire or otherwise be compromised, no suit or other legal proceeding shall be filed until the mediator declares an impasse, which declaration in any event, shall be issued by the mediator not later than thirty (30) days after the initial mediation conference. The location of the mediation shall be in Lake County, Florida.
- 15.2. The parties agree that the exclusive and proper venue for any collection, enforcement or other action or any suit or proceeding at law or equity arising out of, concerning or relating in any way to this Agreement, and/or the Project and/or the work shall be the Court in and for Lake County, Florida
- 15.3. ECD AND/OR ITS SUBCONTRACTORS shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. ECD AND/OR ITS SUBCONTRACTORS shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. ECD further certifies eligibility to perform this contract under local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

- 16.1. When ECD AND/OR ITS SUBCONTRACTORS's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.
- 16.2. Corrective Actions. If deficiencies are identified, the LCWA must take action to correct those deficiencies using one, or in some cases a combination of, the following:
- 16.2.1. Stop Unsafe Work. The LCWA authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- 16.2.2. Issue a Stop Work Order. If the LCWA authorized agent determines the deficiency is serious, the LCWA can issue a stop work order.

16.2.3. The Contract may be terminated.

16.3. The LCWA may discuss corrective actions with ECD to prevent future occurrences.

16.4. The LCWA authorized agent will notify ECD, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to ECD AND/OR ITS SUBCONTRACTORS at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the LCWA authorized agent of the proposed corrective action and take such action as may be approved. If ECD AND/OR ITS SUBCONTRACTORS fails or refuses to comply promptly, the LCWA authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by ECD AND/OR ITS SUBCONTRACTORS.

17.0 NOTICES

17.1. The ECD Project Manager, as noted in Section 1.0, of this contract shall receive any Notice required hereunder and who shall be available at the designated work site during times that ECD is performing work in accordance herewith.

17.2. The only LCWA personnel authorized to receive any Notice required hereunder are the LCWA authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the LCWA.

18.0 OTHER CONTRACTS.

The LCWA reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 EXHIBITS.

- Example Weekly Operational Report

20.0 ACCEPTANCE OF CONTRACT

ECD AND/OR ITS SUBCONTRACTORS shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

ECD AND/OR ITS SUBCONTRACTORS shall provide the LCWA the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of ECD AND/OR ITS SUBCONTRACTORS or its Employees to the LCWA.

ECD AND/OR ITS SUBCONTRACTORS shall provide proof of Workman's Compensation as required by the State of Florida.

As agreed, by the LCWA and ECD, local sub- contractors and individuals will be used, to the extent reasonably possible, during this alum residual removal project.

ECD agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines and fee rate set forth above.

This Agreement constitutes the entire agreement between the parties and may be amended only by an instrument in writing, signed by all parties to this Agreement.

IN WITNESS WHEREOF, LAKE COUNTY WATER AUTHORITY and ENVIRONMENTAL ENGINEERING & DESIGN, INC. have signed this Agreement. All portions of the Contract Documents have been signed, initialed, or identified by both parties. This Agreement will be effective on _____.

OWNER: Lake County Water Authority

ADDRESS FOR GIVING NOTICES:

27351 SR 19

Tavares, FL 32778

Bobby Bonilla, Executive Director LCWA



Date: 8-22-23

CONTRACTOR: Environmental Consulting & Design, Inc.

ADDRESS FOR GIVING NOTICES

4703 NW 53rd Avenue, Suite 2-B

Gainesville, Florida 32653

Signature _____
Carl Salafrio, President



Date 8/16/23

Exhibit A

EXAMPLE of WEEKLY OPERATIONAL REPORT CONTRACT NO.

WEEKLY REPORT			
CONTRACTOR:			DATE OF REPORT:
DAY	Number of Truck Loads	Number of Yards Removed	Notes
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
Week Total			

By signing this time sheet, I certify the number of loads above are correct and true.

Employee Signature

Date