

**AGREEMENT FOR ADOPTION AND AMENDMENT OF  
LAKE COUNTY CONTRACT WITH LAKE JEM FARMS LLC  
FOR SOD SERVICES**

This Agreement is for the adoption and amendment by Lake County Water Authority, Florida, a political subdivision of the State of Florida (LCWA), by and through its Board of Commissioners, of the Agreement for sod services, (the "Lake County Contract") between Lake County, a political subdivision of the State of Florida, and Lake Jem Farms LLC, a limited liability company authorized to do business in the State of Florida (CONTRACTOR).

**WITNESSETH:**

**WHEREAS**, effective on or about December 15, 2019, until December 15, 2024, after complying with a competitive procurement process, Lake County, Florida entered into the Lake County Contract incorporated herein as **Exhibit A**, including any subsequent amendments; and

**WHEREAS**, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Lake County Contract to provide sod services to the LCWA; and

**WHEREAS**, the LCWA and the CONTRACTOR want to enter into this Adoption and Amendment to adopt and amend the Lake County Contract to specify its application to the LCWA and to comply with the LCWA's procedures; and

**WHEREAS**, executing this Adoption and Amendment is in the best interests of the LCWA and the residents of Lake County.

**THEREFORE**, the parties agree as follows:

**I. Legal Findings.**

The foregoing recitals are hereby adopted as legislative findings of the Lake County Water Authority Board of Trustees and are ratified and confirmed as being true and correct and are hereby made a specific part of this Adoption and Amendment upon adoption hereof.

**II. Scope.**

On the terms and conditions set forth in this Adoption and Amendment, LCWA hereby engages CONTRACTOR and CONTRACTOR agrees to provide the products and services as specified in the exhibits attached, the terms of which are incorporated and made a part of this Adoption and Amendment: Lake County Contract, including all exhibits thereto, attached hereto and incorporated herein as **Exhibit A**.

**III. Payment.**

CONTRACTOR will accept as full and complete payment for its obligations hereunder as provided in **Exhibit A** and in accordance with the Lake County Contract. LCWA will make

**AGREEMENT FOR ADOPTION AND AMENDMENT OF LAKE COUNTY CONTRACT**  
**Contract # 19-0445**

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payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes, as detailed in the Price Proposal on Page 7 of the CONTRACTOR's Proposal document, attached to the Lake County Contract as Exhibit B.

**IV. Public Records**

Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a "Contractor" as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

- A. Keep and maintain public records required by the LCWA to perform the services identified in this Adoption and Amendment.
- B. Upon request from the LCWA'S custodian of public records, provide the LCWA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the LCWA.
- D. Upon completion of the Adoption and Amendment, transfer, at no cost, to the LCWA all public records in possession of the CONTRACTOR or keep and maintain public records required by the LCWA to perform the service. If the CONTRACTOR transfers all public records to the LCWA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Adoption and Amendment, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LCWA, upon request from the LCWA'S custodian of public records, in a format that is compatible with the information technology systems of the LCWA.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY WATER AUTHORITY, 27351 STATE ROAD 19, TAVARES, FL 32778, OR AT 352-253-4950, OR VIA EMAIL AT LCWARECORDS@LAKECOUNTYFL.GOV.**

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

F. 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.

AGREEMENT FOR ADOPTION AND AMENDMENT OF LAKE COUNTY CONTRACT  
Contract # 19-0445

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**V. Application to Lake LCWA.**

All terms applicable to "Lake County" or "County" in the Lake County Contract shall apply to the LCWA and all references to "Lake County" or "County" in the Lake County Contract will be construed as to referring to the LCWA under this Adoption and Amendment.

**VI. Amendment - Term.**

Notwithstanding anything in the Lake County Contract or Adoption and Amendment, however, if no services have been provided under this Agreement on or before October 25, 2025, this Adoption and Amendment may be terminated by the LCWA, and this Adoption and Amendment shall be of no further force and effect. The LCWA reserves the right to extend this Amendment and Agreement to its full Term permitted by the Lake County Contract if all permits necessary for the work associated with this Adoption and Amendment have not been obtained on or before October 25, 2025.

**VII. Notices.**

The CONTRACTOR shall provide any notices to the LCWA as required under this Adoption and Amendment to the following locations:

Executive Director  
Lake County Water Authority  
27351 State Road 19  
Tavares, Florida 32778-7800

*With a copy to:*

Attorney  
Lake County Water Authority  
702 W. Montrose Street  
Clermont, Florida 34711

**VIII. Effect of Amendment.**

All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Lake County Contract, this Adoption and Amendment will govern.

**IX. Law, Jurisdiction, Venue, Waiver of Jury Trial.**

This Adoption and Amendment shall be interpreted in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Adoption and Amendment, shall be in the courts of the Fifth Judicial Circuit in and for Lake County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Both parties waive any right they may have to a jury trial in any civil litigation matter arising from this Adoption and Amendment.

AGREEMENT FOR ADOPTION AND AMENDMENT OF LAKE COUNTY CONTRACT  
Contract # 19-0445

**X. Scope of Contract for Adoption & Amendment**

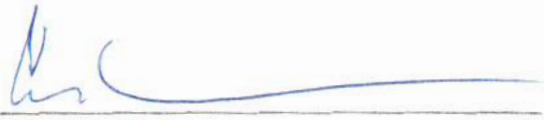
This Adoption and Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

Exhibit A                      Lake County Contract including Exhibits

**IN WITNESS WHEREOF**, the parties have signed this Amendment and Adoption through their duly authorized representatives on the date under each signature.

**CONTRACTOR**

Lake Jem Farms LLC

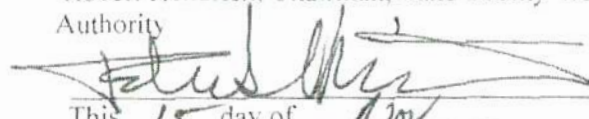
By:   
Corey Warner  
CEO

This 15 day of December, 2023.

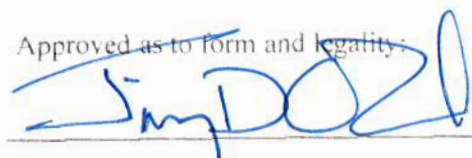
**LAKE COUNTY WATER AUTHORITY**

LAKE COUNTY WATER AUTHORITY,  
FLORIDA, a political subdivision of the State of  
Florida, by and through its Lake County Water  
Authority Board of Trustees

Robert Hendrick, Chairman, Lake County Water  
Authority

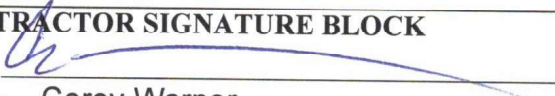

  
This 15 day of Nov, 2023.

Approved as to form and legality:

  
Jimmy D. Crawford, Lake County Water Authority Attorney



**MODIFICATION OF CONTRACT**

Modification Number: Four (4) Effective Date: 12/14/2022	Contract Number: 19-0445 Title: Sod Services Effective Date: 12/15/2019
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address:  Name: Lake Jem Farms Address: 862 Duncan Drive City: Tavares, FL ATTENTION: jimg@lakejemfarms.com
Issued By:  Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend the agreement for two annual term to expire on 12/15/2024 or until new contract is awarded.</p>	
<p align="center"><b>CONTRACTOR SIGNATURE BLOCK</b></p> Signature:  Print Name: <u>Corey Warner</u> Title: <u>CEO</u> Date: <u>10.04.22</u> E-mail: <u>mgarretson@ljfholdco.com</u> Secondary E-mail: <u>Bmalone@lakejemfarms.com</u>	<p align="center"><b>LAKE COUNTY SIGNATURE BLOCK</b></p> Signature:  Print Name: <b>Gretchen Bechtel, CPPB,</b> Title: <b>Contracting Officer II</b> Date: <b>2022.10.05 10:36:13 -04'00'</b> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**HYDRO-SEEDING / HYDRO-MULCHING SERVICES - PERMITTED ONLY FOR THE MONTHS FROM OCTOBER**

Description	Ratio (PLS / Acre)	1 Acre (43,560 SF)	1 to 3 Acres (43,561 - 130,683 SF)	3 to 6 Acres (130,684 SF - 261,364 SF)	6 to 9 Acres (261,365 SF - 392,045 SF)	Over 10 Acres (Over 435,605 SF)	Extended Evaluated Price (average of all 5)
Bahia Argentine Seed Mix		\$0.16	\$0.12	\$0.11	\$0.10	\$0.09	0.116
Bermuda Seed Mix		\$0.16	\$0.12	\$0.11	\$0.10	\$0.09	0.116
Rye Seed Mix		\$0.15	\$0.11	\$0.10	\$0.09	\$0.08	0.106
Brown Top Millet Seed Mix		\$0.15	\$0.11	\$0.10	\$0.09	\$0.08	0.106
Florida Native Wildflower Seed Mix		\$0.20	\$0.16	\$0.16	\$0.15	\$0.14	0.162
Hydro-Mulch - No seed mix	N/A	\$0.14	\$0.10	\$0.10	\$0.09	\$0.08	0.101

\* The pure live seed (PLS) ratio of grass seed per acre shall be provided with a minimum Hydro-seed order of one acre. The price shall include all fees for the site preparation, delivery, applying, watering, and maintaining the areas to ensure an established stand of grass within thirty (30) calendar days after application.

**SOLID CUT SOD - PICKED UP FROM VENDOR'S LOCATION**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine		\$0.26	\$0.26	\$0.26	\$0.25	\$0.25	0.256
St. Augustine Floratam		\$0.37	\$0.37	\$0.37	\$0.37	\$0.37	0.370
St. Augustine Bitter Blue		\$0.42	\$0.42	\$0.42	\$0.41	\$0.41	0.416
St. Augustine Seville		\$0.42	\$0.42	\$0.42	\$0.41	\$0.41	0.416
St. Augustine Raleigh							0.000
St. Augustine Palmetto		\$0.42	\$0.42	\$0.42	\$0.41	\$0.41	0.416
Bermuda		\$0.47	\$0.47	\$0.42	\$0.41	\$0.41	0.436
Zoysia		\$0.47	\$0.47	\$0.42	\$0.42	\$0.42	0.440

\* The size of cut sod shall be provided in increments no less than 12" x 24" cuts or larger and shall be provided by the vendor with a proposed price per square foot.

**SOLID CUT SOD - DELIVERED TO ANY SITE WITHIN LAKE COUNTY**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine		\$0.32	\$0.32	\$0.32	\$0.32	\$0.32	0.320
St. Augustine Floratam		\$0.44	\$0.44	\$0.44	\$0.44	\$0.44	0.440
St. Augustine Bitter Blue		\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	0.460
St. Augustine Seville		\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	0.460
St. Augustine Raleigh							0.000
St. Augustine Palmetto		\$0.46	\$0.46	\$0.46	\$0.46	\$0.46	0.460
Bermuda		\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	0.420
Zoysia		\$0.52	\$0.52	\$0.52	\$0.52	\$0.52	0.520

\* The size of cut sod shall be provided in increments of no less than 12" x 24" cuts or larger and shall be provided by the vendor with a proposed price per square foot. The price shall include all fees for delivery.

**SOLID CUT SOD - DELIVERED AND INSTALLED TO ANY SITE WITHIN LAKE COUNTY**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine		\$0.40	\$0.39	\$0.38	\$0.38	\$0.37	0.384
St. Augustine Floratam		\$0.62	\$0.57	\$0.52	\$0.47	\$0.47	0.530
St. Augustine Bitter Blue		\$0.64	\$0.59	\$0.54	\$0.49	\$0.49	0.550
St. Augustine Seville		\$0.64	\$0.59	\$0.54	\$0.49	\$0.49	0.550
St. Augustine Raleigh							0.000
St. Augustine Palmetto		\$0.64	\$0.59	\$0.54	\$0.49	\$0.49	0.550
Bermuda		\$0.62	\$0.57	\$0.52	\$0.47	\$0.47	0.530
Zoysia		\$0.82	\$0.77	\$0.72	\$0.67	\$0.67	0.730

\* The size of cut sod shall be provided in increments of no less than 12" x 24" cuts or larger and shall be provided by the vendor with a proposed price per square foot. The price shall include all fees for delivery, labor, equipment, materials, rolling and tamping, and watering.

**ROLLED SOD - DELIVERED TO ANY SITE IN LAKE COUNTY (48" x 250 SF)**

Description	Roll Sod	7,500 SF	7,500 - 15,000 SF	15,001 - 22,500 SF	22,501 - 30,000 SF	Over 30,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine	48" x 250 SF	\$0.36	\$0.34	\$0.32	\$0.31	\$0.29	0.324
Bermuda	48" x 250 SF	\$0.36	\$0.34	\$0.32	\$0.31	\$0.29	0.324

\* Price shall be provided per square foot of 48" x 250 SF rolled sod and a minimum order of 7,500 SF. The price shall include delivery fees.

**ROLLED SOD - DELIVERED AND INSTALLED TO ANY SITE WITHIN LAKE COUNTY - (48" x 250 SF)**

Description	Roll Sod	7,500 SF	7,500 - 15,000 SF	15,001 - 22,500 SF	22,501 - 30,000 SF	Over 30,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine	48" x 250 SF	\$0.42	\$0.42	\$0.36	\$0.34	\$0.32	0.372
Bermuda	48" x 250 SF	\$0.42	\$0.42	\$0.38	\$0.36	\$0.34	0.384

\* Price shall be provided per square foot of 48" x 250 SF rolled sod and a minimum order of 7,500 SF. The price shall include all fees for delivery, labor, equipment, materials, rolling or tamping, and watering.

**MISCELLANEOUS BID ITEMS**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Sod staple / pinning Service	N/A	\$0.12	\$0.17	\$0.22	\$0.22	\$0.22	0.190
Rolling and/or Tamping Service	N/A	\$408.00	\$357.00	\$357.00	\$408.00	\$408.00	387.600
Irrigating Water Service	N/A	\$0.22	\$0.17	\$0.16	\$0.14	\$0.12	0.162

\* Price shall be provided per square foot.

Description	Cut Sod	0 - 500	501 - 1,000	1,001 - 1,500	1,501 - 2,000	2,001 - 2,500	Extended Evaluated Price (average of all 5)
Sod Staples purchased by the box	N/A	\$102.00	\$204.00	\$306.00	\$306.00	\$306.00	244.800

\* Price shall be provided per box.



**MODIFICATION OF CONTRACT**

<p>1. Modification No.:3 Effective Date: 12/16/21</p>	<p>2. Contract No.: 19-0445 Title: Sod Services Effective Date: 12/15/2019</p>
<p>3. Contracting Officer: Sandra Rogers Email: SRogers@Lakecountyfl.gov Telephone Number: (352) 343-9832</p>	<p>5. Contractor Name and Address:  Lake Jem Farms 4862 Duncan Drive Tavares, Florida 32778  Attn: James Grainger</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-780</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Contract modification to extend contract one (1) year, expiring December 15, 2022.</p>	
<p>8. Contractor's Signature <b>REQUIRED</b>  Name: <u>[Signature]</u> Title: <u>C.F.O.</u> Date: <u>9-15-2021</u></p>	<p>9. Lake County, Florida  By: <u>[Signature]</u> Senior Contracting Officer <u>09-15-2021</u> Date</p>
<p>10. Distribution: Original - Bid No. 15-0430 Copies - Contractor Contracting Officer</p>	





**MODIFICATION OF CONTRACT**

1. Modification No.: 2  Effective Date: 07/01/2021	2. Contract No.: 19-0445  Effective Date: 12/15/2019
3. Contracting Officer: Sandra Rogers  Telephone Number: (352) 343-9832	5. Contractor Name and Address:  Lake Jem Farms 4862 Duncan Drive Tavares, Florida 32778  Attn: James Grainger
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION:  <b>1.) Modify Submittal Section 1.0 Term of Contract:</b> <del>The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement</del>  <del>Contract prices resultant from this solicitation will prevail for the full duration of the Contract. In the event of industry wide market changes, the awarded bidder may request justifiable price changes to a resulting annual agreement at the time of extension. A minimum of sixty (60) days advance written notice of such change is required along with a written explanation for the price increase. If a price adjustment is requested, the County, at the County's sole option, may deny the price adjustment and rebid the agreement, transfer the bid award to the next lowest bidder, extend the agreement at the new prices on a month to month basis, or accept the new prices and continue the agreement. In the event of such price adjustments, any work requests issued prior to the effective date of the requested change shall be at the original price.</del>  In the event of industry-wide market changes, the awarded bidder may request justifiable price changes to a resulting annual agreement at the time of extension. A minimum of thirty (30) days advance written notice of such change is required along with a written explanation for the price increase. If the price adjustment is requested, the County, at the County's sole option, may deny the price adjustment and rebid	

the agreement, transfer the bid award to the next lowest bidder, extend the agreement at the new prices on a month to month basis, or accept the new prices and continue the agreement. In the event of such price adjustments, any work requests issued prior to the effective date of the requested change shall be at the original price.

2.) **Modify Contract Cover Page:**

~~The Contract is effective from 12/15/2019 through 12/14/2020, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and within thirty (30) day written notice for the Convenience of the County. This contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.~~

The Contract is effective from 12/15/2019 through 12/14/2020, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and within thirty (30) day written notice for the Convenience of the County. This contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

8. Contractor's Signature **REQUIRED**  
Name: Michelle Garretson  
Title: Contract Manager  
Date: July 27, 2021

9. Lake County, Florida  
By: Sandra Rogers  
Senior Contracting Officer  
07/30/2021  
Date

10. Distribution:  
Original - Bid No. 15-0430  
Copies - Contractor  
Contracting Officer



**MODIFICATION OF CONTRACT**

<p>1. Modification No.: 1</p> <p>Effective Date: 12/15/2020</p>	<p>2. Contract No.: 19-0445</p> <p>Effective Date: 12/15/2019</p>
<p>3. Contracting Officer: Sandra Rogers</p> <p>Telephone Number: (352) 343-9832</p>	<p>5. Contractor Name and Address:</p> <p>Lake Jem Farms 4862 Duncan Drive Tavares, Florida 32778</p> <p>Attn: James Grainger</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u>, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION:</p> <p>Contract modification to extend for one (1) year expiring December 15, 2021.</p>	
<p>8. Contractor's Signature <b><u>REQUIRED</u></b></p> <p>Name: <u>Michelle Garretson</u> <small>Digitally signed by Michelle Garretson Date: 2020.10.22 09:28:10 -04'00'</small></p> <p>Title: <u>Contract manager</u></p> <p>Date: <u>10/21/20</u></p>	<p>9. Lake County, Florida</p> <p>By: <u><i>Sandra Rogers</i></u> Senior Contracting Officer</p> <p><u>10.22.2020</u> Date</p>
<p>10. Distribution:</p> <p>Original - Bid No. 15-0430 Copies - Contractor Contracting Officer</p>	



**CONTRACT NO. 19-0445 for Sod Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Lake Jem Farms, LLC** (hereinafter "Contractor") to supply **Sod Services** to the County pursuant to County Bid number 19-0445 with any included addenda (hereinafter "Bid"), with an opening date of 9/11/2019, and Contractor's Bid response dated 8/16/2019, thereto with all County Bid provisions governing.

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

Attachments: N/A

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

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A.

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

**This Contract is effective from 12/15/2019 through 12/14/2020**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Sandra Rogers*

*Senior Contracting Officer*

Date: 12/13/2019

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: (352) 343-9473

**ADDENDUM NO. 1**  
**Date: 08/21/2019**  
**ITB Number: 19-0445**  
**ITB Title: Sod Services**

Vendors are responsible to ensure receipt and acknowledgement of all addenda within Submittal. Acknowledgement is confirmed by inclusion of an electronically completed copy of this addendum within 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.**

**Vendors, when signing this addendum, acknowledge that they understand the ITB's Section 4.0 which states that all communication, inquiries, or requests for exceptions are to be directed the Contracting Officer in Section 2.0. Vendors shall not contact the user department regarding this ITB.**

**Questions/Answers:**

Question 1: What type of Bermuda grass is needed?

Answer 1: Common Bermuda

Question 2: Staples come in a box of 500. On the pricing sheet, would 0-500 be considered one box and 501-1,000 be considered two boxes.

Answer 2: Yes. This section is per box pricing and should include any discount available for bulk ordering.

Question 3: St. Augustine Raleigh Sod is not available in Florida.

Answer 3: Vendors are advised that if a type sod cannot be provided, please reflect this in Attachment 3 by either entering a zero dollar amount or by entering a dash ( - ) for that line item.

Question 4: The Hydro-Seeding: What does Ratio / PLS mean?

Answer 4: PLS stands for Pure Live Seed. It is the ratio of pure live seed needed per acre. The pure live seed ratio shall be in accordance with FDOT specifications and the product manufacturer

guidelines of the type of seed that is being used.

Question 5: The delivery of rolled sod is on tubes. The tubes cost about \$25 a piece and they can be reused. Are the tubes being returned or should they be added as part of the price?

Answer 5: In an attempt to reduce waste products, the tubes shall be returned to the vendor for reuse.

Firm Name: Lake Jem Farms

I hereby certify 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 of behalf of the Vendor.

Signature of Legal Representative Submitting this Bid: *James Granger*

Date: 8/22/2019

Print Name: James Granger

Title: Director of sales

Primary E-mail Address: [jimg@lakejemfarms.com](mailto:jimg@lakejemfarms.com)

Secondary E-mail Address: [mgarretson@ljfholdco.com](mailto:mgarretson@ljfholdco.com)

**1. GENERAL REQUIREMENTS**

The purpose of this solicitation is to establish a contract with one or more Vendor(s) located in the Central Florida area to provide sod and related services and/or materials to be available for pickup, delivery, and/or installation as directed by the County.

Responses that provide some, but not all items and/or services are acceptable.

The County does not guarantee a minimum or maximum quantity or dollar amount to be expended on any contract resulting from this solicitation. The County shall purchase the product and/or services based on County needs.

The County shall purchase sod and related materials in any of the following manners:

- Hydro-seeding/Hydro-mulching Services
- Solid Cut Sod and/or materials to be available for pickup up from the Contractor's location
- Solid Cut and/or Rolled Sod and materials to be delivered to a specific project site located within Lake County
- Solid Cut and/or Rolled Sod and materials to be delivered and installed to a specific project site located within Lake County
- Sod and related materials and/or services, such as sod staples, water for grassing, and sod rolling or tamping services

**1.1. Representative**

The Contractor shall designate a competent representative who will be responsible for the quality control of this contract. The Contractor's representative shall be present at the job site and shall have the authority to act on behalf of the Contractor. The Contractor representative shall be required to perform professionally on County property and maintain good discipline and order at the project site. The Contractor representative shall speak and understand the English language, and at least one responsible person who speaks and understands the English language shall be on the project during all working hours. A twenty-four (24) hour emergency telephone number for the Contractor's representative shall be provided to the County Project Manager.

**1.2. Dress Code**

The Contractor shall maintain a dress code for all personnel on site. The dress code requirements shall be a minimum of shirt, shorts, safety vest and shoes in decent condition, always while on site.

**1.3. Work Hours**

1.3.1. All work required by the County shall take place during normal business hours between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Work requested by the County will not require the Contractor to provide services outside the aforementioned dates and times including weekends or holidays as recognized by the County.

1.3.2. If the Contractor desires to work outside of normal business hours, they shall obtain pre-approval from the County Project Manager. The Contractor shall provide request to work outside normal business hours a minimum of twenty-four (24) hours in advance. All work completed outside of normal business hours will adhere to the contract bid pricing submitted in this solicitation. No additional

expenses will be allowed in the event the Contractor requests and performs work outside of normal business hours.

**1.4. Order of Operation**

- 1.4.1. The County Project Manager shall issue a Project Order Form to the Contractor outlining the services requested. A sample copy of the Project Order Form has been included as Exhibit D for reference.
- 1.4.2. The Contractor shall notify the County Project Manager within two (2) business days after the receipt of the Project Order Form for sod and related services and/or materials to schedule a site visit to ascertain site conditions, set the limits of operation, verify the quantities and the services requested.
- 1.4.3. The Contractor shall provide a proposal for the Project Order Form request to the County Project Manager in writing by email (preferred) or fax within twenty-four (24) hours of the anticipated project start date and/or delivery.
- 1.4.4. The Contractor's start date shall be within fourteen (14) calendar days of the issuance of the Notice to Proceed, unless otherwise approved by the County Project Manager.
- 1.4.5. Discrepancies or disagreements concerning the services requested on the Project Order Form shall be resolved prior to the commencement of any work on a project. If the Contractor begins the work, it shall be considered that the Contractor is in agreement with the request as stated on the Project Order Form and there shall be no adjustments made to the Project Order Form.
- 1.4.6. If the sod and related services and/or materials cannot be delivered, or the project time frame cannot be met, the County reserves the right to request service from the next lowest bidder.

**2. TECHNICAL REQUIREMENTS**

Except where modified by this specification, sod and related materials shall be in accordance with the following Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction. Portions of the applicable sections are included as in the bid document labeled Exhibit F for reference. All Contractors shall be responsible for reviewing and abiding by the specifications contained within the full, latest version of the FDOT document.

- Section 570 Performance Turf, 2019 or latest edition
- Section 981 Turf Materials, 2019 or latest edition
- Section 983 Water for Grassing, 2019 or latest edition

**2.1. Hydro-seeding / Hydro-mulching Specifications**

Hydro-seeding/hydro-mulching shall consist of all services required in the site preparation, furnishing, applying, watering and maintaining the vegetated areas to ensure a thick, healthy established stand of grass and root system within thirty (30) calendar days after the application. The hydro-seed application shall be a mixture of seed, mulch, fertilizer and tackifier. The hydro-mulch without seed application shall be a mixture of mulch and tackifier.

The hydro-mulch used in the mixture must be derived from recycled materials and shall be specially prepared and processed to a uniform fibrous state. It shall be dyed green or mixed



with a dye that will provide appropriate color to aid visual inspection of the material after application. It shall contain no materials or chemicals in concentrations which inhibit seed germination or growth.

All hydro-seeding/hydro-mulching operations shall be accomplished with a minimum of four hundred (400) gallons of water per acre. Hydraulic seeding equipment shall include a pump rated at no less than one hundred (100) gallons per minute. The equipment shall have a suitable working agitation system, pressure and a nozzle adapted to the type of work to spread the mixture uniformly over the area to be vegetated. Tanks shall be calibrated with a device to indicate the volume used or remaining in the tank. Documentation of all products used and the application rates shall be supplied to the County with each invoice.

Hydro-seeding/hydro-mulching applications shall be permitted only during the months of October through May and shall not be applied within fifteen feet of any pond, stream, watercourse, lake, canal, or wetland. At no time, shall any application be applied to any pavement surface. Any incidental hydro-seed/hydro-mulch application to the areas specified shall be the responsibility of Contractor and any environmental efforts initiated shall be at the Contractor's expense and in accordance with Local, State and Federal laws.

## 2.2. Solid Cut Sod Specifications

The Solid Cut Sod shall be in commercial size rectangles of twelve (12) inches by twenty-four (24) inches or larger. The sod shall be a minimum of one and a quarter (1 ¼) inch thickness including a three quarter (¾) inch thick layer of soil base adhering firmly to the roots to withstand all necessary handling. Roots shall be healthy and well matted. The sod shall be live (not dormant), fresh and uninjured at the time of delivery, installation, or pick up. The sod shall be free of noxious and invasive weeds, diseases, and insects. Sod that is falling apart, in pieces or less than specified shall be rejected at the discretion of the County Project Manager.

Solid Cut Sod shall be installed upon request per the Project Order Form. The sod shall be installed so that the length of the sod is parallel to the roadway. The pieces shall be laid so that the edges are staggered from each other by at least six inches (6"). Care shall be exercised to ensure that the sod is not stretched or overlapped and that all joints are butted tightly to prevent voids. The sod should be rolled or tamped to provide firm contact between the roots and soil and shall be inclusive of the cost provided on the price sheet.

On slopes of three to one or greater (3:1 or > 3:1), or wherever erosion may be a problem, solid cut sod shall be laid with staggered joints and secured with sod staples. The cost of sod staples shall be inclusive in the cost of the installation.

The County reserves the right to determine if any materials do not meet the specifications described and such substandard material shall be removed and replaced at the Contractor's expense.

## 2.3. Rolled Sod Specifications

Rolled Sod shall be in commercial size rectangles of forty-eight (48) inches in width and two hundred and fifty (250) square feet in length. The sod shall be rolled with biodegradable netting. The sod shall be live (not dormant), fresh and uninjured at the time of delivery and installation. The sod shall be free of noxious and invasive weeds, diseases, and insects. Rolls that are less than specified shall be rejected at the discretion of the County Project Manager.

Rolled Sod shall be delivered and/or installed upon request per the Project Order Form. Project Orders for rolled sod shall be at a minimum of seventy-five hundred (7,500) square feet. The sod shall be installed with the length parallel to the roadway and exposed netting shall be cut even with the sod. The sod shall be rolled or tamped to create firm contact between roots and soil. Care shall be exercised to ensure that the sod is not stretched or overlapped and that all joints are butted tightly to prevent voids.

On slopes of three to one or greater (3:1 or > 3:1), or where erosion may be a problem, sod staples shall be used to resist washout during the establishment period per FDOT specifications. The cost of sod staples shall be inclusive in the cost of the installation.

The County reserves the right to determine if any materials do not meet the specifications described and such substandard material shall be removed and replaced at the Contractor's expense.

#### **2.4. Sod Freshness**

All sodding shall be fresh cut and shall not be cut more than a period of forty-eight (48) hours. A letter of certification from the Contractor as to the type of sod and when the sod was cut shall be provided to the County Project Manager upon request.

#### **2.5. Installation**

2.5.1. The Contractor shall furnish all labor, equipment, fuel, materials and any other items needed to perform all operations necessary to complete the work in strict accordance with the specifications as outlined in this solicitation.

2.5.2. Maintenance of traffic shall be the responsibility of the Contractor, shall be part of the Contractor's price proposal, and shall conform to Florida Department of Transportation's most current editions of "Standard Specifications for Road and Bridge Construction".

2.5.3. The installation of sodded areas shall be watered by the Contractor and commence the day of installation of the sod and lasting a minimum of ten (10) days after the installation. The Contractor shall ensure the sodded areas full depth of the rooting zone is kept moist and maintain peak moisture for grass/root establishment. The Contractor shall maintain the moisture of sodded areas as directed by the County Project Manager until the sod is fully established and shall be included in the price of installation in the pricing section.

#### **2.6. Sod Rolling or Tamping Services**

The Contractor shall roll or tamp the sod to provide a true and even surface without any displacement or deformation of the sod and shall be included in the installation price located in the pricing section of this contract.

#### **2.7. Sod Staples**

When necessary, the Contractor shall be required to install sod staples to secure the sod on steep slopes. The staples shall be made to the following specifications:

- Twelve (12) gauge
- Eight (8) inch long by one (1) inch wide
- Made of non-galvanized metal

**2.8. Water for Grassing**

The County may request additional services for irrigating water from the Contractor for sod or grass seed that has been installed by the County. Water used for irrigation shall be free of excess and harmful chemicals, acids, alkalis, or any substance, which is harmful to plant growth.

The Contractor shall irrigate water evenly over the installed sod or grass seed to ensure and maintain peak moisture for grass root establishment under each application. The Contractor shall maintain the service as directed by the County Project Manager until the sod and/or seed is fully established.

**2.9. Fertilizer**

Not Applicable.

**2.10. Sod Establishment**

It shall be the responsibility of the Contractor to ensure that the sod is sufficiently established. If the sod dies or does not become established; the Contractor shall be responsible for the replacement at no cost to the County.

**2.11. Warranty**

Products and/or services shall be warranted. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests, plants, and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the Contractor shall treat the areas of sod that have been impacted. The process for treating these areas shall be approved by the County Project Manager. If the sod does not meet any of the above specifications, the Contractor shall be responsible to replace it at no expense to the County.

**2.12. Project Spoils**

Project spoils collected from a project site shall become the property of the Contractor and it shall be their responsibility to ensure the proper disposal of this material. The Contractor shall dispose of all materials and waste in accordance with all applicable laws, ordinances, code and regulations.

If the Contractor intends to dispose of the spoils on private property, the Contractor shall supply to the County's Project Manager an original letter from the property owner. This letter shall include an acknowledgement that the spoils can be deposited on the property, the property owner's name, the property address, the telephone number and the legal signature of the property owner.

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EXHIBIT B – INSURANCE REQUIREMENTS

19-0445

Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five (5) working days of such request. It must be received and accepted by the County prior to contract execution and before any work begins.

Contractor shall provide and maintain insurance policies with a company(ies) 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 whatsoever, 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 without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County 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, must ensure the Contractor 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
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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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 to not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

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

Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

EXHIBIT B – INSURANCE REQUIREMENTS

19-0445

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

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. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. 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

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will 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 County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

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.

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 County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

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**LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **DEFINITIONS**

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

**Contractor:** The vendor to whom award has been made.

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

**Proposal:** Any offer submitted in response to a solicitation.

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

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

### **INSTRUCTIONS TO VENDORS**

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
  2. Disclosure of Ownership.
  3. Drug-Free Workplace.
  4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
  5. Americans with Disabilities Act (ADA).
  6. Conflict of Interest.
  7. Debarment Disclosure Affidavit.
  8. Nondiscrimination.
  9. Family Leave.
  10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received



## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

### **PREPARATION OF PROPOSALS**

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

### **COLLUSION**

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

### **PROHIBITION AGAINST CONTINGENT FEES**

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

### **CONTRACTING WITH COUNTY EMPLOYEES**

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

### **INCURRED EXPENSES**

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

### **AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor is capable of performing the requirements of a solicitation.
- E. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

### **GRANT FUNDING**

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

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **STATE REGISTRATION REQUIREMENTS**

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

### **PRIME CONTRACTOR**

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

### **SUBCONTRACTING**

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

### **GENERAL CONTRACT CONDITIONS**

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

### **GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The vendor hereby waives its right to a jury trial.

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

The Vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against its employees or applicants for employment. The Vendor understands that any Contract is conditioned upon the veracity of this statement.

### **CONTRACT EXTENSION**

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Vendor in writing of such extensions.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

### **MODIFICATION OF CONTRACT**

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

### **ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply in these regards may result in termination of the Contract for default.

### **NON-EXCLUSIVITY**

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

### **OTHER AGENCIES**

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

### **CONTINUATION OF WORK**

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

### **WARRANTY**

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

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

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

### **COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

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

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

### **ACCEPTANCE OF GOODS OR SERVICES**

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

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

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

### **ESTIMATED QUANTITIES**

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

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **PURCHASE OF OTHER ITEMS**

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

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

### **SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

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

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

### **MATERIAL SAFETY DATA SHEET (MSDS)**

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

### **TOBACCO PRODUCTS**

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

### **CLEAN-UP**

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

### **PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor 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.

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

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

### **TRUTH IN NEGOTIATION CERTIFICATE**

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

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

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply; the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

### **RESPONSIBILITY AS EMPLOYER**

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

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **MINIMUM WAGES**

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

### **INDEMNIFICATION**

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

### **TERMINATION FOR CONVENIENCE**

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

### **TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

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

### **TERMINATION FOR DEFAULT**

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

### **FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or



## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

entity with such Vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

### **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 three (3) complete calendar years following expiration of the Agreement. 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.

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.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

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

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

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

### **PUBLIC 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.

### **PUBLIC RECORDS LAW**

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

### **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY**

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, by mail, Office of Procurement Services, Attn: Ron Falanga, P.O. Box 7800 Tavares, FL 32778.**

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

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

### **COPYRIGHTS**

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

### **SOVEREIGN IMMUNITY**

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

### **COMPLIANCE WITH FEDERAL STANDARDS**

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

### **E-VERIFY**

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

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

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

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

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

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

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract, but will not be liable for delays resulting from force majeure or other causes beyond reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **NO CLAIM FOR DAMAGES**

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

### **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.

For purchases of \$1 million or more:

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

### **NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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**EXHIBIT D – PROJECT ORDER FORM**

**To:** \_\_\_\_\_ **From: Public Works Road Operations Division**

**Fax:** ( ) \_\_\_\_\_ **Phone:** (352) 343-6439

**Phone:** ( ) \_\_\_\_\_ **Pages:** 1

**Re: Sod Services**

**REQUEST FOR SOD SERVICES**

Date of Request:

Road Segment #:                      Section:                      Town:                      Range:

Deliver to:                                      Install: Y/N

Cut Sod Type:                                      Quantity:                      SF

Rolled Sod Type:                                      Quantity:                      SF (Minimum Order of 7,500 SF)

Hydro-Seed Type:                                      Quantity:                      SF (Minimum Order of 45,560 SF)

Hydro-Mulch (No Seed): Y/N                      Quantity:                      SF (Minimum Order of 45,560 SF)

Notes:

Prior to performance of work, questions concerning the measurements shall be agreed upon in writing either by the Contracting Officer, Maintenance Area Supervisor or other authorized County Representative. No work shall be done without an agreement.

**County Representative:** \_\_\_\_\_

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

<b>Work completed and OK to Pay, Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>	
<b>Inspected by:</b> _____	<b>Date:</b> _____
<b>Invoice #:</b> _____	

The undersigned hereby declares that: Lake Jem Farms has examined and accepts the specifications, terms, and conditions presented in this solicitation, satisfies all legal requirements to do business with the County, and to provide **SOD SERVICES** for which Bid Submittals were advertised to be received no later than 3:00 P.M. Eastern time on Error! Reference source not found, and further declares the firm will furnish **SOD SERVICES** according to specifications, terms, and conditions. Furthermore, the undersigned is duly authorized to execute this Bid document and any contracts or other transactions required by award of this solicitation.

The County reserves the right to negotiate with the awarded Vendors for additional services similar in nature not known at time of Bid closing.

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

Vendor will accept payment through the County VISA- based payment system: YES

PROMPT PAYMENT DISCOUNT: Click or tap here to enter text.. if paid within: Click or tap here to enter text.from invoicing. Note payment is Net 45 days otherwise.

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

I certify that I have reviewed the Lake County General Terms and Conditions page and accept the Lake County General Terms and Conditions dated 2/26/2019 as written. YES Failure to acknowledge may result in Proposal being deemed non-responsive.

**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

**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 bid 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. None

**CERTIFICATION REGARDING BACKGROUND CHECKS:**

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

**RECIPROCAL VENDOR PREFERENCE:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by

another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding Vendor: Tavares Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: 862 S. Duncan Dr Tavares, FL 32778

**GENERAL VENDOR INFORMATION:**

Firm Name: Lake Jem Farms

Street Address: 862 S. Duncan Dr

City: Tavares State and ZIP Code: Florida 32778

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

Telephone: 352-383-7196 ext 214 Fax: 352-609-7058

Federal Identification Number / TIN: 59-3499937

DUNS Number: Click or tap here to enter text.

**BID SIGNATURE:**

I hereby certify the information indicated for this bid 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 of 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 addendums.

Name of Legal Representative Submitting this Bid: *James Granger*

Date: 8/16/2019

Print Name: James Granger

Title: Director of Sales

Primary E-mail Address: *jimg@lakejemfarms.com*

Secondary E-mail Address: *mgarretson@ljfholdco.com*

The individual "signing" this quote affirms that the facts stated herein are true and that the response to this solicitation has been submitted on behalf of the aforementioned Vendor.

**(County Use Only) AWARD OF CONTRACT BY THE COUNTY (County Use Only):**

When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified in this solicitation. A Contract may be contingent upon a determination by the County that the firm has the capacity and capability to successfully perform the Contract. By signature below, the County confirms award to the above Vendor under solicitation, **Error! Reference source not found.**, SOD SERVICES. A separate purchase order may be generated by the County to support the Contract.

Vendor awarded as: ~~Click or tap here to enter text.~~ *SOLE vendor*

Signature of Authorized County Official: *Sandra Hojo*

**HYDRO-SEEDING / HYDRO-MULCHING SERVICES - PERMITTED ONLY FOR THE MONTHS FROM OCTOBER THROUGH MAY**

Description	Ratio (PLS / Acre)	1 Acre (43,560 SF)	1 to 3 Acres (43,561 -	3 to 6 Acres (130,684 SF -	6 to 9 Acres (261,365 SF -	Over 10 Acres (Over 435,605 SF)	Extended Evaluated Price (average of all 5)
Bahia Argentine Seed Mix		\$0.16	\$0.12	\$0.11	\$0.10	\$0.09	0.116
Bermuda Seed Mix		\$0.16	\$0.12	\$0.11	\$0.10	\$0.09	0.116
Rye Seed Mix		\$0.15	\$0.11	\$0.10	\$0.09	\$0.08	0.106
Brown Top Millet Seed Mix		\$0.15	\$0.11	\$0.10	\$0.09	\$0.08	0.106
Florida Native Wildflower Seed		\$0.20	\$0.16	\$0.16	\$0.15	\$0.14	0.162
Hydro-Mulch - No seed mix	N/A	\$0.14	\$0.10	\$0.10	\$0.09	\$0.08	\$0.110

\* The pure live seed (PLS) ratio of grass seed per acre shall be provided with a minimum Hydro-seed order of one acre. The price shall include all fees for the site preparation, delivery, applying, watering, and maintaining the areas to ensure an established stand of grass within thirty (30) calendar days after application.

**SOLID CUT SOD - PICKED UP FROM VENDOR'S LOCATION**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine		\$0.24	\$0.24	\$0.24	\$0.23	\$0.23	0.236
St. Augustine Floratam		\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	0.350
St. Augustine Bitter Blue		\$0.40	\$0.40	\$0.40	\$0.39	\$0.39	0.396
St. Augustine Seville		\$0.40	\$0.40	\$0.40	\$0.39	\$0.39	0.396
St. Augustine Raleigh		\$0.40	\$0.40	\$0.40	\$0.39	\$0.39	0.396
St. Augustine Palmetto		\$0.40	\$0.40	\$0.40	\$0.39	\$0.39	0.396
Bermuda		\$0.45	\$0.45	\$0.40	\$0.39	\$0.39	0.416
Zoysia		\$0.45	\$0.45	\$0.40	\$0.40	\$0.40	0.420

\* The size of cut sod shall be provided in increments no less than 12" x 24" cuts or larger and shall be provided by the vendor with a proposed price per square foot.

**SOLID CUT SOD - DELIVERED TO ANY SITE WITHIN LAKE COUNTY**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine		\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	0.300
St. Augustine Floratam		\$0.42	\$0.42	\$0.42	\$0.42	\$0.42	0.420
St. Augustine Bitter Blue		\$0.44	\$0.44	\$0.44	\$0.44	\$0.44	0.440
St. Augustine Seville		\$0.44	\$0.44	\$0.44	\$0.44	\$0.44	0.440
St. Augustine Raleigh		\$0.44	\$0.44	\$0.44	\$0.44	\$0.44	0.440
St. Augustine Palmetto		\$0.44	\$0.44	\$0.44	\$0.44	\$0.44	0.440
Bermuda		\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	0.400
Zoysia		\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	0.500

\* The size of cut sod shall be provided in increments of no less than 12" x 24" cuts or larger and shall be provided by the vendor with a proposed price per square foot.

**SOLID CUT SOD - DELIVERED AND INSTALLED TO ANY SITE WITHIN LAKE COUNTY**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine		\$0.38	\$0.37	\$0.36	\$0.36	\$0.35	0.364
St. Augustine Floratam		\$0.60	\$0.55	\$0.50	\$0.45	\$0.45	0.510
St. Augustine Bitter Blue		\$0.62	\$0.57	\$0.52	\$0.47	\$0.47	0.530
St. Augustine Seville		\$0.62	\$0.57	\$0.52	\$0.47	\$0.47	0.530
St. Augustine Raleigh		\$0.62	\$0.57	\$0.52	\$0.47	\$0.47	0.530
St. Augustine Palmetto		\$0.62	\$0.57	\$0.52	\$0.47	\$0.47	0.530
Bermuda		\$0.60	\$0.55	\$0.50	\$0.45	\$0.45	0.510
Zoysia		\$0.80	\$0.75	\$0.70	\$0.65	\$0.65	0.710

\* The size of cut sod shall be provided in increments of no less than 12" x 24" cuts or larger and shall be provided by the vendor with a proposed price per square foot.

**ROLLED SOD - DELIVERED TO ANY SITE IN LAKE COUNTY (48" x 250 SF)**

Description	Roll Sod	7,500 SF	7,500 - 15,000 SF	15,001 - 22,500 SF	22,501 - 30,000 SF	Over 30,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine	48" x 250 SF	\$0.35	\$0.32	\$0.30	\$0.29	\$0.27	0.306
Bermuda	48" x 250 SF	\$0.34	\$0.32	\$0.30	\$0.29	\$0.27	0.304

\* Price shall be provided per square foot of 48" x 250 SF rolled sod and a minimum order of 7,500 SF. The price shall include delivery fees.

**ROLLED SOD - DELIVERED AND INSTALLED TO ANY SITE WITHIN LAKE COUNTY - (48" x 250 SF)**

Description	Roll Sod	7,500 SF	7,500 - 15,000 SF	15,001 - 22,500 SF	22,501 - 30,000 SF	Over 30,001 SF	Extended Evaluated Price (average of all 5)
Bahia Argentine	48" x 250 SF	\$0.40	\$0.40	\$0.34	\$0.32	\$0.30	0.352
Bermuda	48" x 250 SF	\$0.40	\$0.40	\$0.36	\$0.34	\$0.32	0.364

\* Price shall be provided per square foot of 48" x 250 SF rolled sod and a minimum order of 7,500 SF. The price shall include all fees for delivery, labor, equipment,

**MISCELLANEOUS BID ITEMS**

Description	Cut Sod	0 - 2,000 SF	2,001 - 4,000 SF	4,001 - 6,000 SF	6,001 - 10,000 SF	Over 10,001 SF	Extended Evaluated Price (average of all 5)
Sod staple / pinning Service	N/A	\$0.10	\$0.15	\$0.20	\$0.20	\$0.20	0.170
Rolling and/or Tamping Service	N/A	\$400.00	\$350.00	\$50.00	\$400.00	\$400.00	320.000
Irrigating Water Service	N/A	\$0.20	\$0.15	\$0.14	\$0.12	\$0.10	0.142

\* Price shall be provided per square foot.

Description	Cut Sod	0 - 500	501 - 1,000	1,001 - 1,500	1,501 - 2,000	2,001 - 2,500	Extended Evaluated Price (average of all 5)
Sod Staples purchased by the box	N/A	\$100.00	\$200.00	\$300.00	\$300.00	\$300.00	240.000

\* Price shall be provided per box.



**ATTACHMENT 4**  
**PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS**

1. Intent of Contract Documents
2. Errors and Omissions
3. Emergencies
4. Compliance with Occupational Safety and Health / Hazardous Materials
5. General Inspection Requirements
6. County Project Manager
7. Contract Time and Time Extension
8. Hours of Operation
9. Changes in Work
10. Claims and Disputes
11. Lands for Work and Access Thereto
12. Maintenance of Traffic
13. Underground Utilities
14. Protection of Existing Structures, Utilities, Work and Vegetation
15. Equipment
16. Sanitation
17. Other Work
18. Bonds
19. Final Inspection
20. Final Acceptance
21. Measurement and Payment
22. Warranty

## **1. INTENT OF CONTRACT DOCUMENTS**

- A. It is the intent of the contract documents to describe a functionally complete project (or portion thereof) in accordance with the contract documents. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall 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 shall 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 project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work is performed, except as may be otherwise specifically stated herein.
- B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.
- C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the vendor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the vendor, as determined by the County Project Manager.

## **2. ERRORS AND OMISSIONS**

The vendor 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 vendor shall immediately notify the County Project Manager in writing of such errors or omissions. In the event the vendor knows or should have known of any error or omission and fails to provide such notification, the vendor shall be deemed to have waived any claim for increased time or compensation the vendor may have had, and the vendor shall be responsible for the results and the costs of rectifying any such error or omission.

## **3. EMERGENCIES**

- A. The vendor shall have a responsible person available at or reasonably near the County 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 vendor's responsible person for supervision of emergencies shall speak and understand, both verbally and in writing, the English language. The vendor shall submit to the County Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list shall be twenty-four (24) hour contact phone numbers for all subcontractors, if any, performing work under this agreement. This list shall contain the name of their supervisors responsible for work pertaining to this contract.

B. In the event of an emergency affecting the safety or protection of persons, or the work or property at the project site or adjacent thereto, the vendor, without special instruction or authorization from the County Project Manager is obligated to act to prevent threatened damage, injury or loss. The vendor shall contact the County Project Manager as soon as possible by telephone and with written notice as soon as possible, but no later than twenty-four (24) hours after the occurrence of the emergency, if the vendor believes that any significant changes in the work or variations from the contract documents. If the County Project Manager determines that a change in the contract documents is required because of the action taken in response to an emergency, a new Project Order Form shall be issued to document the consequences of the changes or variations. If the vendor fails to provide written notice within the twenty-four (24) hour limitation noted above, the vendor shall 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.

#### **4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH / HAZARDOUS MATERIALS**

- A. The vendor certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The vendor 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 the aforementioned requirements shall be borne by the vendor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the vendor and its employees.
- B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall 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.
- C. Any spillage of hazardous chemicals or wastes caused by the vendor must be reported immediately to the proper authority and the County Project Manager. All spills shall be cleaned up in accordance with all Local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the vendor shall be the sole responsibility of the vendor and the County will share no responsibility for these costs. A copy of the completed compliance order with Local, State, and Federal agencies shall be given to the County.
- D. If any hazardous chemicals or conditions are discovered by the vendor during the normal work operation, it is the responsibility of the vendor to immediately contact the County Project Manager with a description and the location of the condition.
- E. The County Project Manager may periodically monitor the work for safety. Should there be safety or health violations, the County Project Manager may have the duty to require the vendor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the County Project Manager, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.
- F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the vendor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the vendor in the planning of a safe work site. The vendor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.
- G. The vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.
- H. The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall 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 shall be the vendor's superintendent unless otherwise designated in writing to the County Project Manager. All communications to the superintendent shall be binding as if given to the vendor.

## 5. GENERAL INSPECTION REQUIREMENTS

- A. Due to the nature of this agreement, The County shall at the time of establishment of need, require the vendor 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 vendor's inspection of facilities or sites or activity schedules may

be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of vendor on that individual project.

- B. The vendor shall furnish the County Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the County Project Manager so requests, the vendor 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 vendor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the County Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the vendor's expense. However, should the work exposed or examined prove acceptable in the opinion of the County Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.
- C. If during or prior to the operations, the County Project Manager 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 shall in no way prevent the County Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the vendor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- D. If during or prior to the operations, the County Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the County Project Manager will give the vendor notice of the defect. The vendor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, after notification from the County; unless otherwise authorized by the County Project Manager, liquidated damages will start the eighth calendar day and will continue for each calendar day thereafter until the reported deficiencies are corrected per contract specifications.
- E. Should the vendor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the vendor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the vendor has failed or refused to make, shall be paid for out of any monies due or which may become due to the vendor, or may be charged against the contract bond, if any. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the vendor's defective work and additional compensation due the County. The vendor shall not be allowed an extension of the contract time because of any delay in performance of

the work attributable to the exercise by the County of the County's rights and remedies hereunder.

- F. When the United States Government or the State of Florida is to pay a portion of the cost of the project, 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.
- G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indication in the specifications. In the event the County Project Manager finds the materials or finished product in which the materials are used and not within reasonably close conformity to the specifications, the County Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the County Project Manager will document the basis of acceptance by a change order which will provide for an appropriate deduction as needed in the contract price for such work or materials as the County Project Manager deems necessary to conform to the determination based on the County Project Manager's professional judgment.

#### **6. COUNTY PROJECT MANAGER**

It is agreed to by the parties that the County 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 Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

#### **7. CONTRACT TIME AND TIME EXTENSIONS**

- A. Unless otherwise provided, contract time shall mean the number of consecutive business days from the commencement date as stated in the Notice to Proceed to the date on which all work is to be completed. The vendor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the vendor's work with the work of other vendors so that the vendor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the vendor. The vendor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.
- B. Should the vendor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the vendor, and not due to the vendor's fault or neglect, the vendor shall notify the County Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the vendor may have had to request a time extension.

- C. If the vendor complies with the two (2) business days' notice requirement, the County Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the County Project Manager's sole judgment, the findings of fact justify such an extension. The vendor shall cooperate with the County Project Manager's investigation of the delay 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 for only those delays which impact the vendor's schedule. Extensions of contract time, if approved by the County Project Manager, must be authorized in writing.
- D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.
- E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the vendor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge per Calendar Day</u>
\$5,000 and under.....	\$25
Over \$5,000 but less than \$10,000.....	\$65
\$10,000 or more but less than \$20,000.....	\$91
\$20,000 or more but less than \$30,000.....	\$121
\$30,000 or more but less than \$40,000.....	\$166
\$40,000 or more but less than \$50,000.....	\$228
Over \$50,000 but less than \$250,000.....	\$313

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

The County shall retain from the compensation to be paid to vendor the above described sum. If the vendor continues to fail to complete any or all remaining scheduled work, the County may charge the vendor any additional costs that would be incurred over and above the original contract cost. This amount shall be considered a minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

- F. County shall retain from the compensation to be paid to vendor the above described sum.

## 8. HOURS OF OPERATION

- A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the vendor and approval, in writing, has been granted by the County Project Manager. Request for permission to work must be received by the County Project Manager no less than two (2) days prior to the requested work day. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in Section 3, Emergencies, would apply. County Holidays are as follows:

New Year's Day  
Martin Luther King, Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

- B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.
- C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The vendor shall not be allowed to work on the alternate day for the above mentioned holidays. The County Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.
- D. When the vendor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the vendor the sum of Two Hundred Fifty 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.

## 9. CHANGES IN WORK

- A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from



- the vendor. Upon negotiation of the offer, execution and receipt of the Change Order, the vendor shall commence performance of the work as specified.
- B. The vendor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the vendor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the vendor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

## 10. CLAIMS AND DISPUTES

- A. Claims by the vendor shall be made in writing to the County Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the vendor shall be deemed to have waived the claim. Written supporting data shall be submitted to the County Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the vendor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".
- B. The vendor 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.
1. Claims by the vendor shall be resolved in the following manner:
    - a. Upon receiving the claim and supporting data, the County Project Manager will review the claim, or if the County Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business 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 vendor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
    - b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the vendor may bring an action in the County or Circuit Court sitting in Lake County, Florida.
  2. Claims by the County against the vendor shall be made in writing by the County Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the County Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the County Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.
  3. Arbitration shall not be considered as a means of dispute resolution.

## 11. LANDS FOR WORK AND ACCESS THERETO

- A. County shall furnish and define 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 vendor has a letter from the landowner authorizing the vendor to do so. A copy of the letter shall be provided to the County. The vendor shall supply the County Project Manager any such letter before the equipment is placed there. Any and all other lands required by the vendor shall be procured by the vendor at the vendor's expense.
- B. As the work progresses, the vendor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the vendor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the vendor cleans up the site to the satisfaction of the County. If the vendor fails to clean up the site, the County may choose to clean up the site at the vendor's expense.
- C. The vendor 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 vendor 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 vendor 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 vendor 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.
- D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

## 12. MAINTENANCE OF TRAFFIC (MOT)

Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following:

- A. Maintenance of traffic shall be the responsibility of the vendor, is part of the vendor's proposal price, and shall conform to FDOT's most current editions of "STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION" or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", or Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," and all supplemental specifications thereto. 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: [www.dot.state.fl.us/mapsandpublications](http://www.dot.state.fl.us/mapsandpublications).
- B. All costs associated with MOT must be included in the vendor's proposal price. No separate line items for MOT will be included in the cost estimate. If the vendor does not comply with

the FDOT and the FHWA (i.e. signs, qualified flaggers, or barricades), the County reserves the right to direct the vendor to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

- C. If the vendor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the vendor to hire and pay for this service.
- D. All lane closures shall have the prior approval of the County Project Manager.
- E. The foregoing requirements are to be considered as minimum and the vendor's compliance shall in no way relieve the vendor of final responsibility for providing adequate traffic control devices for the protection of the public and vendor's employees throughout the work area.
- F. The use of public roads and streets by the vendor shall provide a minimal inconvenience to the public and traffic. Furthermore, if the vendor is utilizing the road by driving the slow moving equipment, the operator shall 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.

### **13. UNDERGROUND UTILITIES**

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the vendor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770 or by dialing 811. The repairs of any damaged underground utilities as a result of the work being performed by the vendor shall be the responsibility of the vendor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

### **14. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

- A. The vendor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the County Project Manager. The vendor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- B. The vendor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the vendor or any one for whom the vendor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate vendors, the vendor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the vendor.

- C. The vendor shall not disturb any benchmark established by the County with respect to the project. If the vendor, or its subcontractors, agents or any one for whom the vendor is legally liable, disturbs County benchmarks, the vendor shall immediately notify the County Project Manager. The County shall have the benchmarks re-established and the vendor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the vendor.
- D. During the period of production of work and the warranty period the vendor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The vendor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the vendor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the vendor.
- E. All items damaged as a result of vendor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the vendor, shall be the responsibility of the vendor. The County reserves the right to pay any such claims and deduct such amount from the vendor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the vendor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the vendor.
- F. The vendor shall replace any asphalt that has been damaged as a result of hydraulic oil spilled and/or leaked from their equipment.
- G. Complaints shall be addressed within two (2) business days and a written report submitted to the County Project Manager outlining actions taken to correct the complaint. The vendor shall notify the County immediately of any complaints given directly to the vendor.
- H. If in the course of completing work as part of this contract there is an accident that involves the public, the vendor shall as soon as possible, inform the County Project Manager of the incident by telephone. The vendor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the vendor shall forward a copy of the report to the County Project Manager.
- I. The vendor shall be responsible for re-grading and re-sodding any areas that are disturbed by the vendor during the course of the work being completed.

## **15. EQUIPMENT**

- A. The vendor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the County Project Manager, the vendor has insufficient equipment on the job to satisfactorily complete the work within the required time, the vendor shall provide additional equipment as directed by the County Project Manager. All equipment may be inspected and approved by the County Project Manager before it is placed in service. If at any time, the County Project Manager determines that any equipment is deficient in any way, the vendor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the County Project Manager. Inspection and approval of the vendor's equipment by the County Project Manager shall not relieve the vendor of the responsibility or liability for injury to persons or damage to property caused by the operation of the vendor's equipment, nor shall it relieve the vendor of the responsibility to meet the established time for the completion of the service.
- B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.
- C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

## **16. SANITATION**

The vendor shall provide and maintain adequate sanitary conveniences for the use of persons employed for this project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the County Project Manager's approval.

## **17. OTHER WORK**

- A. The vendor will cooperate with County Project Manager or anyone who may be engaged in authorized work prior to final completion of the project.
- B. The vendor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.
- C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the vendor believes that such performance will involve additional expenses to the vendor or require additional time, the vendor shall send written notice of that fact to the County and the County Project Manager

within two (2) business days of being notified of the other work. If the vendor fails to send the above required notice, the vendor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The vendor shall afford each utility owner and other vendors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The vendor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the County Project Manager and the others whose work will be affected.

- D. If any part of the vendor's work depends, for proper execution or results, upon the work of any other vendor other than a subcontractor or utility owner, the vendor shall inspect and promptly report to the County Project Manager, in writing two (2) business days, any delays, defect or other problems in such other work that renders it impossible for the vendor to obtain proper execution or results. The vendor's failure to report will constitute an acceptance of the other work as fit and property for integration with the vendor's work.

## **18. BONDS**

Not applicable to this solicitation.

## **19. FINAL INSPECTION**

- A. **Maintenance of Work.** The vendor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the County Project Manager.
- B. Upon notice from the vendor that the service has been completed, the County Project Manager will make a final inspection within five (5) business days of receipt of notification. The County Project Manager will notify the vendor if necessary of any deficiencies with the project. The vendor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the County Project Manager may send out a notification notifying vendor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.
- C. The vendor shall notify the County Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the vendor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the vendor, the County Project Manager shall make another inspection. There shall be an eighty dollar (\$80.00) inspection fee assessed to the vendor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

## **20. FINAL ACCEPTANCE**

- A. The contract will be considered complete when all work has been completed and has been accepted by the County and the County Project Manager. The vendor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.
- B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the vendor be discovered after the final payment has been made, to claim and recover from the vendor or its surety, or both, 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 Project Manager.

## **21. MEASUREMENT AND PAYMENT**

- A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.
- B. The vendor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

## **22. WARRANTY**

- A. The vendor shall obtain and assign to the County all express warranties given to the vendor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the project. The vendor warrants to the County that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the contract documents. The vendor further warrants to the County that all materials and equipment furnished under the contract documents shall 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 in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the contract documents, the vendor shall correct it promptly after receipt of written notice from the County. The vendor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.
- B. The sod shall 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 vendor shall treat the affected areas. The process for treating these areas shall be approved by

the County Project Manager. If the sod does not meet any of the specifications within this document, the vendor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the vendor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the vendor shall be responsible for the replacement at no cost to the County.

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FLORIDA  
DEPARTMENT  
OF  
TRANSPORTATION



STANDARD SPECIFICATIONS  
FOR  
ROAD AND BRIDGE  
CONSTRUCTION  
JULY 2019

**SECTION 570  
PERFORMANCE TURF**

**570-1 Description.**

Establish a growing, healthy turf over all areas designated in the Plans. Use sod in areas designated in the Plans to be sodded. Use seed, hydroseed, bonded fiber matrix, or sod in all other areas. Maintain performance turf areas until final acceptance of all Contract work in accordance with Section 5-1.1 and the establishment requirements of 570-4 have been met.

**570-2 Materials.**

Meet the following requirements:

Turf Materials .....	Section 981
Fertilizer .....	Section 982
Water .....	Section 983

**570-3 Construction Methods.**

**570-3.1 General:** Remove all construction debris in performance turf areas. Install performance turf at the earliest practical time for erosion control and establishment.

Shape the areas to be planted to the plan typical sections and lines and grade shown in the Plans.

Except in areas where the Contract Documents requires specific types of turf to match adjoining private property, any species of turf designated in Section 981 may be used. All of the permanent performance turf material shall be in place prior to final acceptance.

The Department will only pay for replanting as necessary due to factors determined by the Engineer to be beyond control of the Contractor.

Install all performance turf on shoulder areas prior to the placement of the friction course on adjacent pavement.

**570-3.2 Seeding:** At the Contractor's option, wildflower seed may be included in the performance turf seeding operation or performed separately from the performance turf seeding. Seed must produce visible seedlings within 45 days of planting.

Use of compost meeting the requirements of Section 987 as mulch is acceptable unless otherwise specified.

**570-3.3 Sod:** Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the Plans and the Standard Plans.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of exotic or invasive pest plants and noxious weeds. If exotic or invasive pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the months of November through March treat affected areas by means acceptable to the Department at no expense to the Department. If pest plants and/or noxious weeds manifest themselves after the time frames described above from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and

whether or not the Contractor will be compensated for such treatment. If compensation is provided, payment will be made as Unforeseeable Work as described in 4-4.

Remove and replace any sod as directed by the Engineer.

**570-3.4 Hydroseeding:** Use equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded.

Use mulch that does not contain reprocessed wood or paper fibers. Ensure that 50% of the fibers will be retained on a twenty-five mesh screen.

Mix fertilizer as required into the hydroseeding slurry.

Ensure that the dye does not contain growth or germination inhibiting chemicals.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds.

**570-3.5 Bonded Fiber Matrix (BFM):** Meet the minimum physical and performance criteria of this Specification for use of BFM in hydroseeding operations or temporary non-vegetative erosion and sediment control methods.

Provide evidence of product performance testing, manufacturer's certification of training and material samples to the Engineer at least 7 calendar days prior to installation.

Provide documentation to the Engineer of manufacturer's testing at an independent laboratory, demonstrating superior performance of BFM as measured by reduced water runoff, reduced soil loss and faster seed germination in comparison to erosion control blankets.

Use only BFMs that contain all components pre-packaged by the manufacturer to assure material performance. Deliver materials in UV and weather resistant factory labeled packaging. Store and handle products in strict compliance with the manufacturer's directions.

When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds.

Meet the following requirements after application of the formed matrix:

Ensure that the tackifier does not dissolve or disperse upon re-wetting.

Ensure that the matrix has no gaps between the product and the soil and that it provides 100% coverage of all disturbed soil areas after application.

Ensure that the matrix has no germination or growth inhibiting properties and does not form a water-repelling crust.

Ensure that the matrix is comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.

Mix and apply the BFM in strict compliance with the manufacturer's recommendations.

Apply the BFM to geotechnically stable slopes at the manufacturer's recommended rates.

Degradation of BFM will occur naturally as a result of chemical and biological hydrolysis, UV exposure and temperature fluctuations. Re-application, as determined by the

Engineer, will be required if BFM-treated soils are disturbed or water quality or turbidity tests show the need for an additional application.

**570-3.6 Watering:** Water all performance turf areas as necessary to produce a healthy and vigorous stand of turf. Ensure that the water used for turf irrigation meets the requirements of Section 983.

**570-3.7 Fertilizing:** Fertilize as necessary to promote turf growth and establishment based on soil testing. Refer to Section 982 for fertilizer rates.

For bid purposes, base estimated quantities on an initial application of 265 lbs/acre and one subsequent application of 135 lbs/acre of 16-0-8.

#### **570-4 Turf Establishment.**

Perform all work necessary, including watering and fertilizing, to sustain an established turf, free of noxious weeds, at no additional expense to the Department. Provide the filling, leveling, and repairing of any washed or eroded areas, as necessary.

Established turf is defined as follows:

1. An established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
2. No bare spots larger than one square foot.
3. No continuous sod seams running perpendicular to the face of the slope.
4. No bare areas comprising more than 1% of any given 1,000 square foot area.
5. No deformation of the performance turf areas caused by mowing or other Contractor equipment.
6. No exposed sod netting.
7. No competing vegetation, exotic or invasive pest plants or noxious weeds.

Monitor turf areas and remove all competing vegetation, exotic or invasive pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, <https://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf or wildflower species. Use herbicides in accordance with 7-1.7.

If at the time that all other work on the project is completed, but all turf areas have not met the requirements for established turf set forth in 570-4, continuously maintain all turf areas until the requirements for established turf set forth in 570-4 have been met.

During establishment and until the performance turf is established in accordance with this Section, continue the inspection, maintenance, and documentation of erosion and sedimentation control items in accordance with Section 104. Remove and dispose of all erosion and sedimentation control items after the performance turf has been established.

Notify the Engineer, with a minimum of seven calendar days advance notice, to conduct inspections of the performance turf at approximate 90-day intervals during the establishment period to determine establishment. Results of such inspections will be made available to the Contractor within seven calendar days of the date of inspection. Determination of an established turf will be based on the entire project and not in sections.

Upon the determination by the Engineer that the requirements of 570-4 have been met and an established turf has been achieved and all erosion and sedimentation control items have been removed, the Engineer will release the Contractor from any further responsibility provided for in this Specification.

The Contractor's establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the Engineer to be beyond the control of the Contractor, his subcontractors, vendors or suppliers:

1. Determination that the deficiency was due to the failure of other features of the Contract.
2. Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions.

The Department will only pay for replanting as necessary due to factors determined by the Department to be beyond the control of the Contractor.

#### **570-5 Responsible Party.**

For the purposes of this Specification, the Contractor shall be the responsible party throughout construction and establishment periods.

Upon final acceptance of the Contract in accordance with 5-11, the Contractor's responsibility for maintenance of all the work or facilities within the project limits of the Contract will terminate in accordance with 5-11; with the sole exception that the facilities damaged due to lack of established turf and the obligations set forth in this Specification for performance turf shall continue thereafter to be responsibility of the Contractor as otherwise provided in this Section.

#### **570-6 Disputes Resolution.**

The Contractor and the Department acknowledge that use of the Statewide Disputes Review Board is required and the determinations of the Statewide Disputes Review Board for disputes arising out of the performance turf specification will be binding on both the Contractor and the Department, with no right of appeal by either party, for the purposes of this Specification.

Any and all Statewide Disputes Review Board meetings after final acceptance of the Contract in accordance with 5-11 shall be requested and paid for by the Contractor. The Department will reimburse the Contractor for all fees associated with meetings.

#### **570-7 Failure to Perform.**

Should the Contractor fail to timely submit any dispute to the Statewide Disputes Review Board, refuse to submit any dispute to the Statewide Disputes Review Board, fail to provide an established turf in accordance with 570-4 within six months of final acceptance of the Contract in accordance with 5-11, or fail to compensate the Department for any remedial work performed by the Department in establishing a turf and other remedial work associated with lack of an established turf, including but not limited to, repair of shoulder or other areas due to erosion and removal of sediments deposited in roadside ditches and streams, as determined by the Statewide Disputes Review Board to be the Contractor's responsibility, the Department shall suspend, revoke or deny the Contractor's certificate of qualification under the terms of Section 337.16(d)(2), Florida Statutes, until the Contractor provides an established turf or makes full and complete payment for the remedial work performed by the Department. In no case shall the period of suspension, revocation, or denial of the Contractor's certificate of qualification be less than six months. Should the Contractor choose to challenge the Department's notification of intent for suspension, revocation or denial of qualification and the Department's action is upheld, the Contractor shall have its qualification suspended for a minimum of six months or until the remedial action is satisfactorily performed, whichever is longer.

**570-8 Method of Measurement.**

The quantities to be paid for will be plan quantity in square yards based on the area shown in the Plans, completed and accepted.

**570-9 Basis of Payment.**

Prices and payments will be full compensation for all work and materials specified in this Section.

Payment will be made under:

Item No. 570- 1- Performance Turf - per square yard.

## EROSION CONTROL MATERIALS

### SECTION 981 TURF MATERIALS

#### 981-1 General.

The types of seed and sod will be specified in the Contract Documents. All seed and sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council (FLEPPC, <https://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch will be removed by the Contractor at his expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

#### 981-2 Seed.

The seed shall have been harvested from the previous year's crop. All seed bags shall have a label attached stating the date of harvest, LOT number, percent purity, percent germination, noxious weed certification and date of test.

Each of the species or varieties of seed shall be furnished and delivered in separate labeled bags. During handling and storing, the seed shall be cared for in such a manner that it will be protected from damage by heat, moisture, rodents and other causes.

All permanent and temporary turf seed shall have been tested within a period of six months of the date of planting.

All permanent and temporary turf seed shall have a minimum percent of purity and germination as follows:

1. All Bahia seed shall have a minimum pure live seed content of 95% with a minimum germination of 80%.
2. Bermuda seed shall be of common variety with a minimum pure live seed content of 95% with a minimum germination of 85%.
3. Annual Type Ryegrass seed shall have a minimum pure live seed content of 95% with a minimum germination of 90%.

#### 981-3 Sod.

**981-3.1 Types:** Unless a particular type of sod is called for in the Contract Documents, sod may be either centipede, bahia, or bermuda at the Contractor's option. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer.

**981-3.2 Dimensions:** The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6 inch strip sodding is called for, or as

rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be degradable within three years.

**981-3.3 Condition:** The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than 48 hours may be used unless specifically authorized by the Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site.

The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work.

#### **981-4 Mulch.**

The mulch material shall be compost meeting the requirements of Section 987, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material.



**SECTION 983  
WATER FOR GRASSING**

The water used in the grassing operations may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth. Effluent water shall meet all Federal, State and local requirements.