



**MODIFICATION OF CONTRACT**

Modification Number: One (1) Effective Date: 2/24/2025	Contract Number: 25-W01 Title: Emergency Waterway Tree Removal Services, On-Call for LCWA Effective Date: 2/24/2023
<p align="center"><b>OFFICE OF PROCUREMENT SERVICES</b></p> Contracting Officer: Sandra Rogers, NIGP-CPP, CPPB E-mail: Sandra.Rogers@lakecountyfl.gov Telephone Number: 352-343-9832	<p align="center"><b>CONTRACTOR</b></p> Name: Tip Top Tree Experts, LLC Address: 41711 Lillian Lane City: Weirsdale, FL 32195 ATTENTION: Francois Tasse, Owner
<p><b>INSTRUCTIONS:</b> Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p><b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend for Three (3) Months, Expiring May 23, 2025, or until a new contract is awarded.</p>	
<p align="center"><b>CONTRACTOR SIGNATURE BLOCK</b></p> Signature: <u>James Guenther</u> Print Name: <u>James Guenther</u> Title: <u>Owner</u> Date: <u>11/26/2024</u> E-mail: <u>tiptoptrees@gmail.com</u> Secondary E-mail: <u>tiptoptreeexperts1@gmail.com</u>	<p align="center"><b>LAKE COUNTY SIGNATURE BLOCK</b></p> Signature: <u>Sandra Rogers</u> Print Name: <u>Sandra Rogers</u> Title: <u>Procurement Services Manager</u> Date: <u>11/27/2024</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**Lake County Water Authority**  
**Continuing Emergency Waterway Tree Removal Service Contract**

This **AGREEMENT** is dated as of the 24<sup>th</sup> day of 2023 in the year 2023, by and between Lake County Water Authority, a dependent special district of Lake County, Florida and body politic of the State of Florida (hereinafter called "OWNER"), with principal address at 27351 SR 19, Tavares, Florida 32778, and Tip Top Tree Experts LLC, (hereinafter called "CONTRACTOR"), with principal address at: 41711 Lillian Lane, Weirsdale, FL 32195.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Work:**

CONTRACTOR shall complete all Work assigned in accordance with the Contract Documents and Work Order. The Work is generally described as follows:

- CONTRACTOR shall remove trees and stumps from waterways in Lake County as directed by the OWNER. All removed trees and stumps must be placed in an undeveloped site on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby undeveloped lands are sufficient for this purpose, the trees and stumps may be placed back in a vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable waterway.  
The CONTRACTOR may place the trees and stumps on developed or improved parcels with the consent of the property owner. These trees and stumps must also be placed on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. The CONTRACTOR may, also, take possession and ownership of any contracted trees and stumps. These trees and stumps must be removed from the waterway and hauled away.
- The CONTRACTOR must respond to tree and stump removal by mobilizing staff and equipment within 2 hours of verbal Work Order by OWNER. Within 4 hours of verbal Work Order by OWNER, CONTRACTOR shall be on the removal site with sufficient personnel and resources to perform the task. Should there not be sufficient daylight time to complete the removal, CONTRACTOR may choose to stop work. However, the CONTRACTOR shall begin work the next morning within 2 hours of sunrise and continue working at the site until finished.
- The OWNER may designate some trees and stumps as hazardous but not an emergency and allow CONTRACTOR to wait until the next day to begin work.

- It is specifically understood that this Contract is non-exclusive, and that emergency tree removal work may be assigned to one or more Contractors, depending upon the need and the circumstances, in the sole discretion of the OWNER.

**Article 2. Independent Contractor:**

The CONTRACTOR shall perform as an Independent Contractor and not as an employee, representative or agent of the OWNER.

**Article 3. Project Manager and Notices:**

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

Project Manager for the OWNER: Charles Groves  
 Lake County Water Authority  
 27351 SR 19  
 Tavares, FL 32778

Project Manager for CONTRACTOR: Francois Tasse  
 Tip Top Tree Experts LLC.  
 PO Box 891  
 Weirsdale, FL 32195  
 Phone: 352-750-9056, Cell: 352-217-4924

**Article 4. Contract Times:**

All existing and/or previous contracts between the parties are terminated by OWNER, effective the date of execution of this Agreement. **The period for this contracted work shall extend until midnight, Twenty-Four (24) months from the date of execution.** *The term of this Agreement may, by mutual consent of both parties evidenced in writing and prior to the expiration of the Agreement, be extended by twelve months for one (1) additional year, for a cumulative total of Three (3) consecutive years.*

**Article 5. Contract Price:**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with an amount in current funds equal to the unit prices as indicated below.

Contract unit price will be as follows:

Mobilization and demobilization fee	\$ 950.00
Cut & relocate trees under 12" diameter	\$ 625.00
Cut & relocate trees 12" to 24" diameter	\$ 1800.00

Cut & relocate trees over 24" to 36" diameter	\$ 2,785.00
Cut & relocate trees over 36" diameter	\$ 3,850.00

*These prices shall cover all costs associated with this work and no additional compensation will be considered for adjustments to any quantities of work except as described below.*

In extremely rare situations, more extensive equipment and measures may be required, such as trees larger than 48" diameter, high numbers of trees in a single location, or no nearby public property to deposit debris. The amended RFB 2023-01 allows for these situations as follows:

- 1) If debris has to be removed to a landfill, the LCWA can be billed for landfill fees at the Contractor's cost. The contractor must provide landfill trip tickets and a clear photo of the debris in the trailer at the landfill.
- 2) If more than 5 trees or a tree larger than 48" diameter are to be removed, additional heavy equipment *may* be required, such as a crane or barge. If the CONTRACTOR determines the need for using this type of equipment in these extreme, rare occasions, then the contract unit price will be as follows:

<i>Agreed cost for use of a crane for tree removal</i>	\$ 275.00/ hr.
<i>Agreed cost for use of a barge for tree removal</i>	\$ 350.00/ hr.
<i>Agreed cost for use of a <u>diver</u> for tree removal</i>	\$ 250.00/ hr.

**Prior to use, the Contractor must contact and then email LCWA for written consent to haul material to a landfill or to use specialized equipment as listed above.**

**Article 6. Determination of tree diameter and documentation:**

The above tree sizes are based on the diameter of the tree at the location marked by the OWNER or the owner's representative. OWNER or owner's representative will utilize florescent spray paint to mark the location on the tree or stump where the cut is to be made. This mark will separate the part to be removed. The remaining portion of the tree or stump that is on the bank or in the sediment outside of the navigation channel is to remain. Should the CONTRACTOR break this remaining portion free during work, the CONTRACTOR will be required to remove the loose remaining portion to prevent its movement into the navigation channel, at no additional cost to the OWNER. In the event that the OWNER cannot mark the tree prior to CONTRACTOR's arrival then the CONTRACTOR shall photograph the site prior to work, showing a spray paint mark applied by the CONTRACTOR at the site of the base cut.

All tree removals, regardless of which entity marked the tree, shall require photos of 1) the site prior to removal, 2) the diameter of the base cut with a ruler for reference, 3) the site after removal, and 4) the disposal site.

**Article 7. Payment Procedures:**

Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the OWNER all photographs as listed above and an invoice for the actual services rendered based on Line Item units and quantities detailed under Article 5 above. The OWNER will review the invoice and work completed, and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time within which to make corrections. The OWNER will confirm all quantities. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the unit prices as indicated above.

**Article 8. Indemnification:**

CONTRACTOR shall defend, save, indemnify and hold harmless the OWNER and its officers, agents and employees from any and all claims and demands, losses and expenses, including attorneys' fees whether or not litigation is commenced, including, but not limited to, compensation for injuries, sickness, death and/or property damages, including loss of use resulting therefrom, arising in whole or in part from, out of, under, or occurring because of intentional and/or negligent acts or omissions of action by CONTRACTOR, Subcontractor, and/or the CONTRACTOR's or Subcontractors' agents, servants, employees, invitees and/or assigns, in the performance or nonperformance of the provisions of this contract during the life hereof, and thereafter, as directly or indirectly connected with said contract.

**Article 9. Insurance Requirement:**

The CONTRACTOR shall provide and maintain at all times during the term of any contract, without cost or expense to the AUTHORITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the AUTHORITY, 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 and/or obligations of the CONTRACTOR under the terms and provisions of the contract. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the AUTHORITY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure 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

FCW CONTRACTOR PER 10/3/01

Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

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

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

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

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

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

It is the CONTRACTOR's responsibility to provide the AUTHORITY (certificate holder) a minimum of (30) days prior notice of any change, cancellation, or nonrenewal of the provided insurance.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER  
AUTHORITY BOARD OF TRUSTEES,  
107 NORTH LAKE AVE,  
TAVARES, FL 32778

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

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the AUTHORITY. At the option of the AUTHORITY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The AUTHORITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or sub-contractor providing such insurance.

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

Neither approval by the AUTHORITY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

LCWA CONTRACT FOR PERFORMANCE

**Article 10. Termination:**

OWNER may at any time, give written notice to CONTRACTOR to terminate this agreement in whole or part, either for the OWNER'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations.

10.1 Upon receipt of such notice, CONTRACTOR shall:

- (I) immediately discontinue all services affected (unless the notice directs otherwise).
- (II) deliver to the OWNER all materials and other such information as may have been accumulated or produced by CONTRACTOR in the performance of this Agreement, whether completed or in process of completion.

10.2 If the termination is for the convenience of the OWNER, CONTRACTOR shall be paid compensation for services performed to the date of termination.

10.3 If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligation, the OWNER may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to the OWNER for reasonable additional costs occasioned to the OWNER thereby. CONTRACTOR shall not be liable for such additional costs beyond the control and without the fault or negligence of CONTRACTOR.

10.4 If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been affected for the convenience of the OWNER.

10.5 The rights and remedies of the OWNER provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

**Article 11. Release of Information:**

The CONTRACTOR shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without prior approval and providing advance copies to the OWNER. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

CONTRACTOR acknowledges and agrees that OWNER is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that CONTRACTOR must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of, and public access to, public records, nondisclosure of exempt or confidential records except as authorized by law, transfer of public records at no cost to the OWNER upon termination of the contract, and destruction of duplicate exempt or confidential public records.



**Article 12. Subcontractors:**

Nothing in this Agreement shall create, or be implied to create, any relationship between the OWNER and any subcontractor of CONTRACTOR.

**Article 13. Third Party Beneficiaries:**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

**Article 14. Modifications:** This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.

**Article 15. Contractor's Representations:**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

15.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the General Conditions and Specifications).

15.2 CONTRACTOR has visited representative site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

15.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

15.4 CONTRACTOR acknowledges that reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes.

CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to conditions, surface, subsurface or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at and contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the

Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 15.5 CONTRACTOR is aware of the general nature of work to be performed for OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 15.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to representative site(s), reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies, and data with the Contract Documents.
- 15.7 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 15.8 CONTRACTOR warrants to the OWNER that it meets all necessary licensing, insurance, and workers compensation requirements and that it files all state and federal payroll taxes as required by law.

**Article 16. Miscellaneous:**

- 16.1 Terms used in this Agreement, which are defined in the Specifications and Contract Documents for the Continuing Emergency Waterway Tree Removal Service Lake County Water Authority (hereinafter, alternatively, referred to as "General Requirements"), will have the meanings indicated in the General Requirements.
- 16.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 16.3 CONTRACTOR binds itself, its partner, successors, assigns and legal representatives to the OWNER, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 16.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with

a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16.5 If the OWNER incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, CONTRACTOR agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.

**Article 17. Documents:**

The following documents are attached and made a part of this Agreement:

Attachment #1: *Specifications and Contract Documents for the Continuing Emergency Waterway Tree Removal Service Lake County Water Authority* and any subsequent Memorandum of Understanding. In the event of a conflict, priority shall first be given to the language in the body of this Agreement, then to *Specifications and Contract Documents for the Continuing Emergency Waterway Tree Removal Service Lake County Water Authority*.

Attachment #2: General Conditions and Specifications

Attachment #3: Work Service Areas – LCWA Chain of Lakes Maps

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or their behalf. This Agreement will be effective on \_\_\_\_\_, 2023 (which is the Effective Date of the Agreement).

**OWNER:**

**Lake County Water Authority**

WITNESS:

Print name:

Steve Crawford

By: Benjamin Garcia, Executive Director

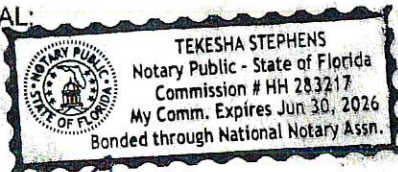
STATE OF FLORIDA

COUNTY OF

Lake

Sworn to (or affirmed) and subscribed before me this 24 day of FEBRUARY, 2023, by Ben Garcia (name of person).

NOTARY SEAL:



Signature of Notary

Tekesha Stephens  
Name of Notary Typed, Printed, or

Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CONTRACTOR:**

**NAME OF CONTRACTOR**

WITNESS:

Print name:

Lacey Moore

By: James Guenther  
Tip Top Tree Experts LLC.

Date: 02/21/2023

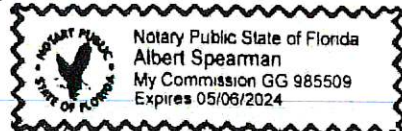
STATE OF FLORIDA

COUNTY OF

Lake

Sworn to (or affirmed) and subscribed before me this 21<sup>st</sup> day of February, 2023, by James Guenther (name of person).

NOTARY SEAL:



Signature of Notary

Albert Spearman  
Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT #2: GENERAL CONDITIONS AND SPECIFICATIONS  
CONTINUING EMERGENCY WATERWAY TREE REMOVAL SERVICE  
LAKE COUNTY WATER AUTHORITY**

1. The CONTRACTOR shall provide access to the LCWA's representative for the purposes of monitoring and recording the progress of the work for the duration of the project.
2. Any conflict between the scope of work, specifications, maps, and plan drawings shall be promptly identified by the CONTRACTOR to the LCWA's Representative for resolution at LCWA's sole discretion.
3. Commencement, Prosecution, and Completion: Work under this contract will be managed through Work Orders. Because of the emergency nature of this work, the LCWA will issue a verbal Work Order to the CONTRACTOR for specific projects. LCWA will follow up with a written Work Order at the earliest possible opportunity, to include the types of Line Items to be performed, the estimated quantities and the time in which the project must be completed.

The CONTRACTOR must have a verbal Work Order before beginning work on any project. LCWA's determination regarding the matter will be final. CONTRACTOR will review the Work Order before beginning work and will bring to the LCWA's attention any problems or discrepancies with the type or quantities of work to be performed. If during the prosecution of the project, the CONTRACTOR sees that an estimated quantity will be exceeded, it is the responsibility of the CONTRACTOR to notify the LCWA, and the CONTRACTOR must receive approval from LCWA to exceed the estimated quantity. Once a Work Order is completed, the CONTRACTOR will notify the LCWA for inspection of the project.

CONTRACTOR and LCWA will agree on the final quantities and the CONTRACTOR will submit an invoice to the LCWA for the completed quantities. In the event of a disagreement, LCWA's determination regarding the matter will be final. If at any time the contractor is unwilling or unable to perform work as required by the contract and issued through a Work Order, the LCWA may revoke a Work Order and/or issue it to another CONTRACTOR and/or terminate the contract with CONTRACTOR.

4. CONTRACTOR shall remove trees and stumps from waterways in Lake County as directed by the LCWA. All removed trees and stumps must be placed in an undeveloped site on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby undeveloped lands are sufficient for this purpose, the trees and stumps may be placed back in a vegetated area away from the navigable channel in a

manner that would prevent the material from dislodging and moving back into the navigable waterway. The CONTRACTOR may place the trees and stumps on developed or improved parcels with the consent of the property LCWA. These trees and stumps must also be placed on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. It is not acceptable to simply cut the debris and let it sink, or to cut the debris and push it or tie it alongside the waterway. The CONTRACTOR may, also, take possession and ownership of any contracted trees and stumps. These trees and stumps must be removed from the waterway and hauled away. The CONTRACTOR must respond to tree and stump removal by mobilizing staff and equipment within 2 hours of verbal notification by LCWA. Within 4 hours of verbal notification by LCWA, CONTRACTOR shall be on the removal site with sufficient personnel and resources to perform the task. Should there not be sufficient daylight time to complete the removal, CONTRACTOR may choose to stop work. However, the CONTRACTOR shall begin work the next morning within 2 hours of sunrise and continue working at the site until finished. The LCWA may designate some trees and stumps as hazardous but not an emergency and allow CONTRACTOR to wait until the next day to begin work.

5. All work must be initiated and completed with the time required by the work order. In the event the CONTRACTOR fails to adhere to the requirements of the Agreement and General Conditions and Specifications after issuance of the work order, LCWA reserves the right to cancel and terminate the work order and award the work order to a different contractor, and/or terminate the Agreement, at the sole discretion of the LCWA. It is specifically understood that this Contract is non-exclusive, and that emergency tree removal work may be assigned to one or more Contractors, depending upon the need and the circumstances, in the sole discretion of the LCWA.
6. Area Available to CONTRACTOR: The CONTRACTOR shall confine his storage and other activities related to the work to the area(s) designated by the LCWA. The CONTRACTOR will be responsible for coordinating any needed equipment. In addition, the CONTRACTOR shall provide his own site security.
7. Layout of Work: When a work order is issued, the CONTRACTOR's representative will meet on site with a representative of the LCWA to go over the limits of the project. The CONTRACTOR will take care not to damage the property outside the limits of the project.
8. Sanitary Facilities: If required by the CONTRACTOR, the CONTRACTOR shall provide and maintain temporary sanitary facilities within the limits of the

project area during the time contract activities. The facilities shall be in accordance with local LAKE COUNTY ordinances.

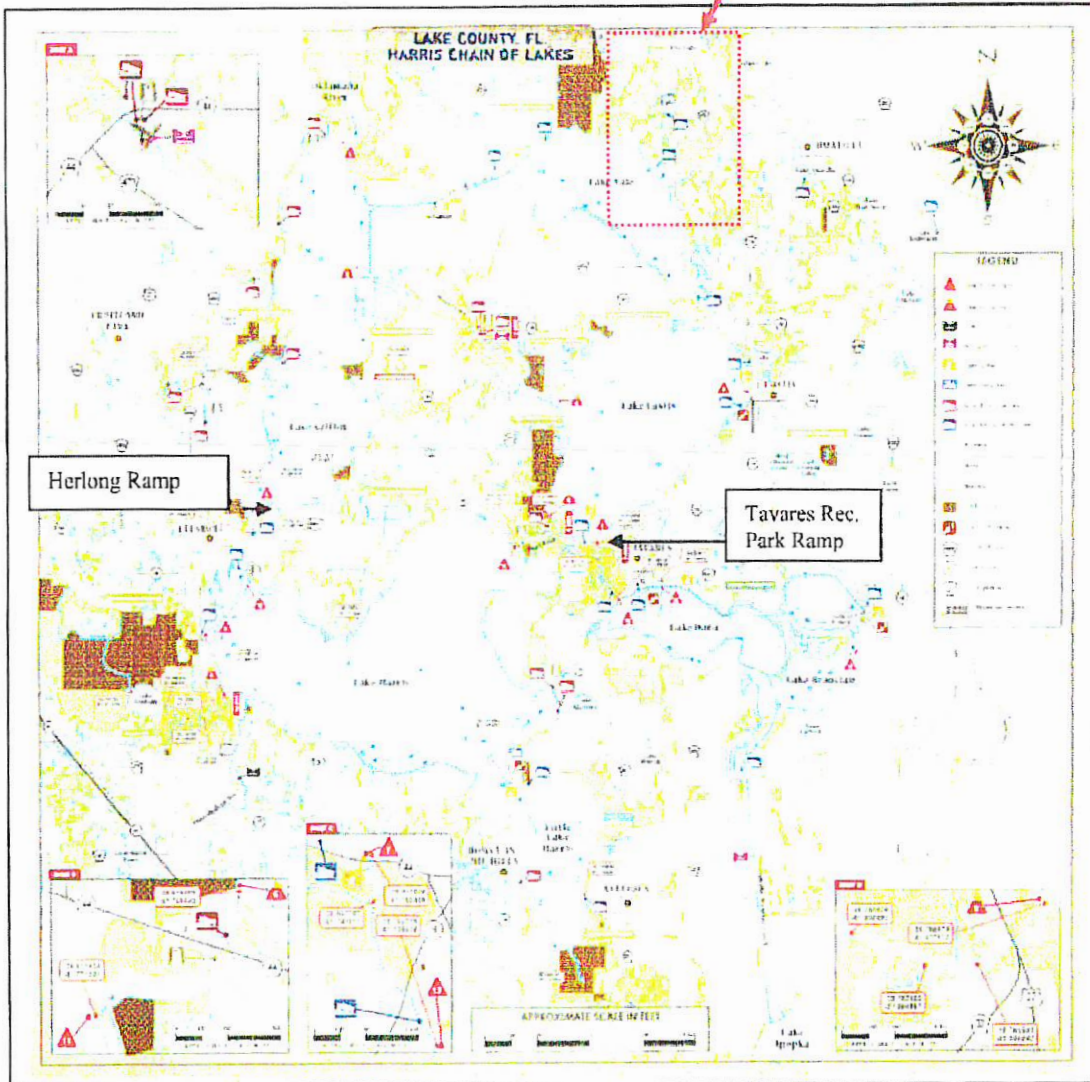
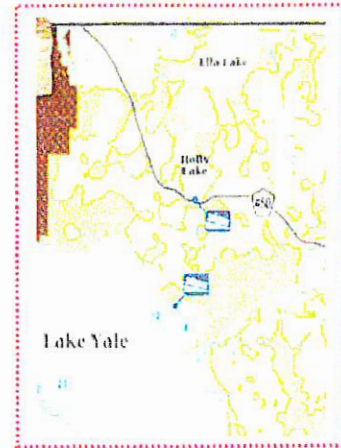
9. **Safety and Environmental Protection:** The CONTRACTOR shall identify a full-time, on-the-job safety coordinator for the duration of the project. This safety coordinator shall work closely with the LCWA's representative to ensure compliance with all applicable regulatory agency and local regulations and that the project is completed in the safest possible manner. Any violation fees will be furnished by the CONTRACTOR. The CONTRACTOR will provide and maintain during the life of the contract, environmental protection as defined herein, and as stipulated in the regulatory permits. The CONTRACTOR will comply with all construction permit stipulations, as well as, with all federal, state, and local regulations pertaining to water, air, and noise pollution.
10. **Navigation and Dredging Aids:** The CONTRACTOR shall not remove, change, obstruct, damage, or make fast to any aid to navigation.
11. **Payment:** Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the LCWA all photographs as listed above and an invoice for the actual services rendered based on Line Item units and quantities detailed under the Contract Price section of the Contract Document. The LCWA will review the invoice and work completed and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time with which to make corrections. The LCWA will confirm all quantities. The LCWA will pay contractor for approved work invoices within thirty (30) days.
12. **Equipment:** The CONTRACTOR shall provide, operate, and maintain for the full duration of the project any equipment necessary to complete the work outlined in the Scope of Work. It is the CONTRACTOR's responsibility to determine the size of the equipment necessary, and any support equipment to complete the project. The CONTRACTOR shall provide all required Personal Protection Equipment (PPE) for their staff, and PPE will be worn at all times when on the job site
13. **Maintaining Navigational Safety:** All waterways in the bid specifications are public and thus the CONTRACTOR shall maintain proper safeguards to preserve public safety. In the event that the CONTRACTOR wishes to close a waterway for a certain period of time, the CONTRACTOR shall be responsible for appropriate signage at the nearest ramp and shall restrict access through the closed area appropriately. If it becomes necessary to close the waterway to navigation for an extended period due to an unforeseen hazard, the CONTRACTOR must notify the Lake County Sheriff's Office Marine Patrol Unit immediately at 352-343-2101 and the LCWA PROJECT MANAGER at 352-624-6141 ex 128.

**Attachment #3**  
**WORK SERVICE AREAS**  
**LCWA - CHAIN OF LAKES MAPS**



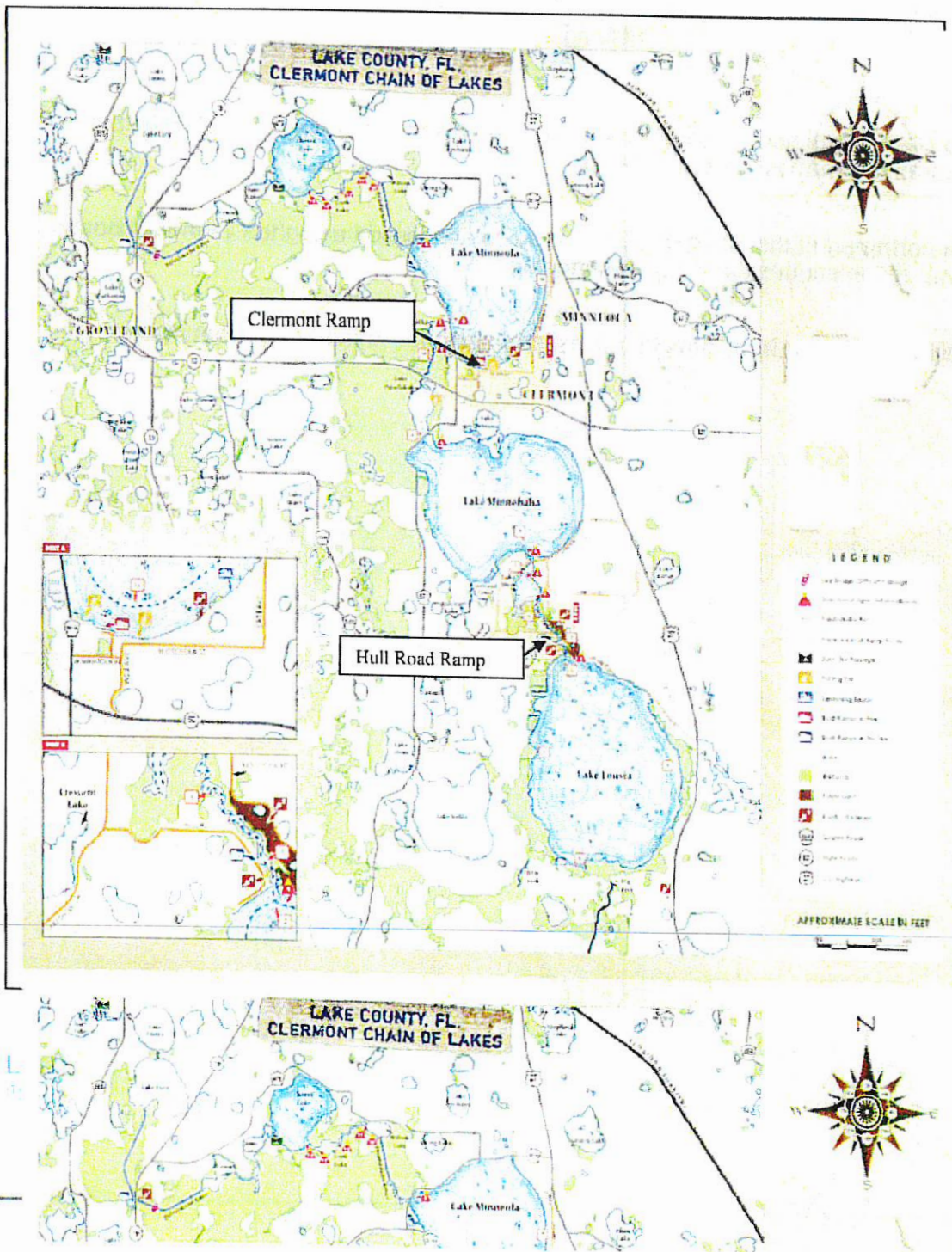
# HOLLY & HARRIS CHAIN OF LAKES - MAPS

Map from web page  
[www.lcwa.org](http://www.lcwa.org)



# CLERMONT CHAIN OF LAKES – MAP

Map from web page: [www.lewa.org](http://www.lewa.org)



**RECOMMENDED ACCESS RAMPS TO EACH LOCATION ARE AS FOLLOWS:**

Crooked River South and North, Crooked River at Susan-Minnehaha may be accessed using the Hull Road boat ramp.

The Apopka-Beauclair Canal may be accessed using the Lake Jem boat ramp.

The Palatka River may be accessed using the Singletary Park boat ramp.

The Dora Canal and Haines Creek South and North may be accessed using the Tavares Recreation Park boat ramp.

The north part of the Clermont Chain may be accessed using the Clermont Boat Ramp at the south side of Lake Minneola

The Eagle Ridge Canal may be accessed using the Herlong Park boat ramp.

**AMENDMENT TO THE AGREEMENT BETWEEN  
THE LAKE COUNTY WATER AUTHORITY AND TIP TOP TREE  
EXPERTS LLC**

This AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND TIP TOP TREE EXPERTS LLC (the "Agreement"), made and entered into by and between the LAKE COUNTY WATER AUTHORITY, a Special District of the State of Florida authorized and governed by Chapter 2005-314, Laws of Florida, its successors and assigns, whose address is 27351 SR 19, Tavares, Florida 32778, hereinafter referred to as the "AUTHORITY" and TIP TOP TREE EXPERTS LLC whose address is 41711 Lillian Lane, Weirsdale, Florida 32195, hereinafter referenced to as "CONTRACTOR".

WHEREAS, the AUTHORITY and the CONTRACTOR entered into the Agreement on February 5, 2020; and

WHEREAS, it is the intent of the parties to amend the Agreement to reflect the project and term revisions as hereinafter stated.

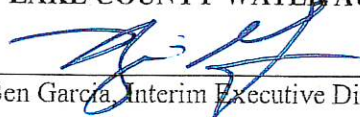
NOW, THEREFORE, in consideration of the foregoing and the mutual obligations contained herein the parties agree as follows:

The term of the Contract is extended from February 5, 2022 through February 5, 2023, the term of this Contract remaining subject to the Authority's right to terminate for convenience.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this AMENDMENT TO THE AGREEMENT BETWEEN THE LAKE COUNTY WATER AUTHORITY AND TIP TOP TREE EXPERTS LLC on the day and year set forth next to their signatures below.

  
Witness

**LAKE COUNTY WATER AUTHORITY**  
By:  6/15/22  
Ben Garcia, Interim Executive Director Date

  
Witness

**TIP TOP TREE EXPERTS LLC**  
By:   
Francois Tasse, Owner Date

- The OWNER may designate some trees and stumps as hazardous but not an emergency, and allow CONTRACTOR to wait until the next day to begin work.
- It is specifically understood that this Contract is non-exclusive, and that emergency tree removal work may be assigned to one or more Contractors, depending upon the need and the circumstances, in the sole discretion of the OWNER.

**Article 2. Independent Contractor:**

The CONTRACTOR shall perform as an Independent Contractor and not as an employee, representative or agent of the OWNER.

**Article 3. Project Manager and Notices:**

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

Project Manager for the OWNER: Jason Danaher  
 Lake County Water Authority  
 27351 SR 19  
 Tavares, FL 32778

Project Manager for CONTRACTOR: Francois Tasse  
 Tip Top Tree Experts LLC  
 PO Box 891  
 Weirsdale, FL 32195  
 Phone: 352-750-9056, Cell: 352-217-4924

**Article 4. Contract Times:**

All existing and/or previous contracts between the parties are terminated by OWNER, effective the date of execution of this Agreement. The period for this contracted work shall extend until midnight, Twenty-Four (24) months from the date of execution. The term of this Agreement may, by mutual consent of both parties evidenced in writing, be extended by twelve months for one (1) additional year, for a cumulative total of Three (3) consecutive years.

**Article 5. Contract Price:**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with an amount in current funds equal to the unit prices as indicated below.

Contract unit price will be as follows:

Mobilization and demobilization fee	\$	950.00	_____
Cut & relocate trees under 12" diameter	\$	585.00	_____
Cut & relocate trees 12" to 24" diameter	\$	1,800.00	_____
Cut & relocate trees over 24" to 36" diameter	\$	2,785.00	_____

Cut & relocate trees over 36" diameter \$ 3,850.00

The above tree sizes are based on the diameter of the tree at the location marked by the OWNER or the owner's representative. OWNER or owner's representative will utilize florescent spray paint to mark the location on the tree or stump where the cut is to be made. This mark will separate the part to be removed. The remaining portion of the tree or stump that is on the bank or in the sediment outside of the navigation channel is to remain. Should the CONTRACTOR break this remaining portion free during work, the CONTRACTOR will be required to remove the loose remaining portion to prevent its movement into the navigation channel, at no additional cost to the OWNER.

**Article 6. Payment Procedures:**

Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the OWNER an invoice for the actual services rendered based on Line Item units and quantities detailed under Article 5 above. The OWNER will review the invoice and work completed, and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time within which to make corrections. The OWNER will confirm all quantities. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the unit prices as indicated above.

**Article 7. Indemnification:**

CONTRACTOR shall defend, save, indemnify and hold harmless the OWNER and its officers, agents and employees from any and all claims and demands, losses and expenses, including attorneys' fees whether or not litigation is commenced, including, but not limited to, compensation for injuries, sickness, death and/or property damages, including loss of use resulting therefrom, arising in whole or in part from, out of, under, or occurring because of intentional and/or negligent acts or omissions of action by CONTRACTOR, Subcontractor, and/or the CONTRACTOR's of Subcontractors' agents, servants, employees, invitees and/or assigns, in the performance or nonperformance of the provisions of this contract during the life hereof, and thereafter, as directly or indirectly connected with said contract.

**Article 8. Insurance Requirement:**

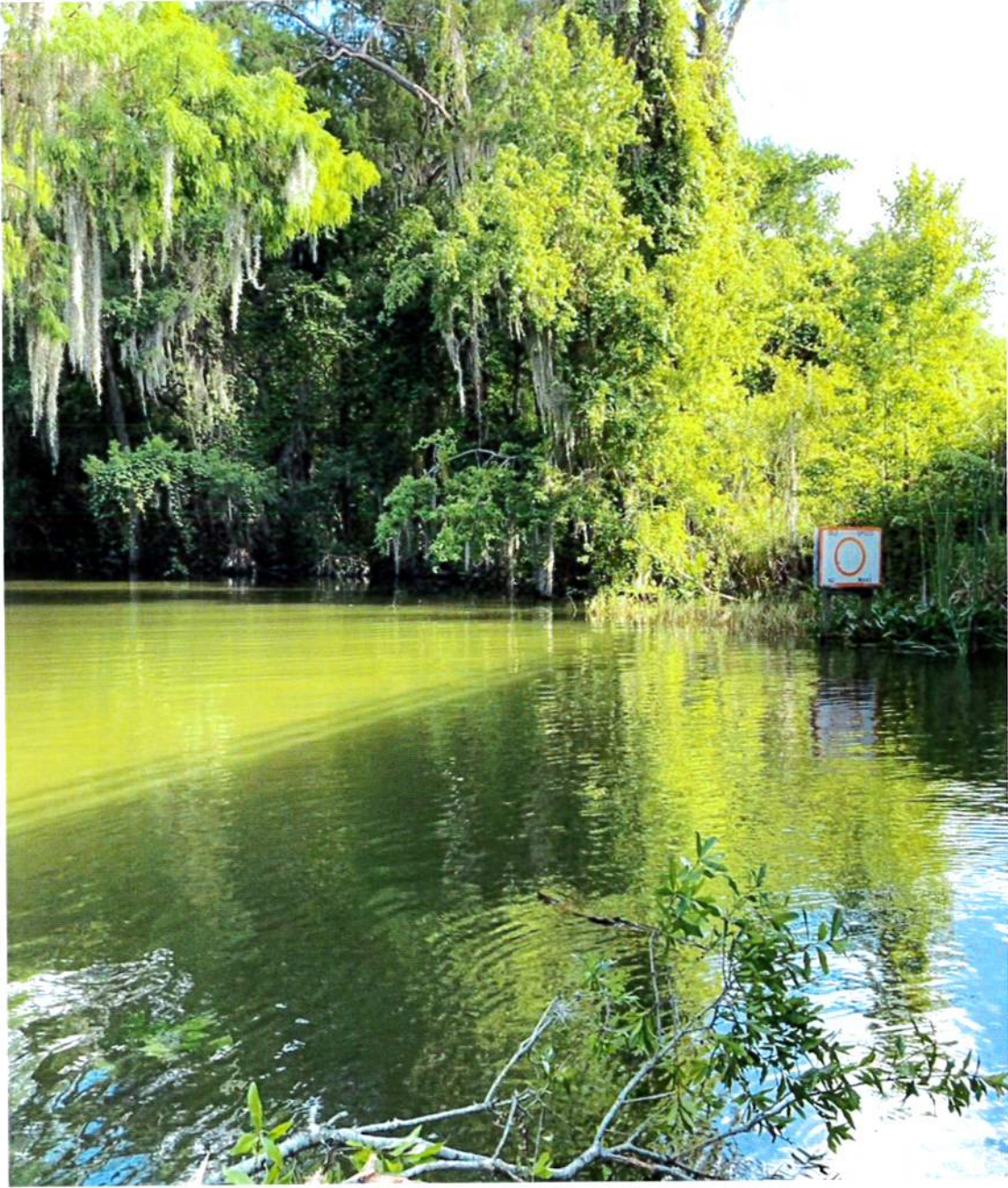
The CONTRACTOR shall provide and maintain at all times during the term of any contract, without cost or expense to the AUTHORITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the AUTHORITY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the contract. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the AUTHORITY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONTRACTOR is in accordance with the following minimum limits:

Before



After







## Jason Danaher

---

**From:** Tip Top Tree Experts <tiptoptrees@gmail.com>  
**Sent:** Monday, June 13, 2022 4:25 PM  
**To:** Jason Danaher  
**Subject:** Re: LCWA - Dora Canal Tree Removal  
**Attachments:** LCWA Work Comp COI.pdf; Updated W-9.pdf; LCWA Size pic.jpeg

Hey Jason, Attached is a current w-9, as well as a C.O.I. for Work Comp. I copied you earlier for the General Liability and auto COI so she'll more than likely send you that copy directly. Also attached is a measurement picture of the tree from Saturday, measuring 14ft 1 in which translates to roughly 52" DBH (Over 36" for contract purposes) and as soon as I can get Francois' attention I'll have him sign and attach the above agreement. Thanks, and please let me know if you need anything else from our end.

Thank you,  
*Albert Spearman*  
Tip Top Tree Experts, LLC  
P.O. Box 891  
Weirdale, FL 32195  
Office - 352-750-9056  
Fax - 352-750-9793  
Email - [tiptoptrees@gmail.com](mailto:tiptoptrees@gmail.com)  
Website - [tiptoptreeexpertsllc.com](http://tiptoptreeexpertsllc.com)

On Mon, Jun 13, 2022 at 2:37 PM Jason Danaher <[jdanager@lcwa.org](mailto:jdanager@lcwa.org)> wrote:

Francois,

Attached is an amendment to the original agreement extending the contract out to the beginning of 2023. Please review and if you are agreeable please sign. I will have it signed here and share the executed document with you via email.

In addition, could your team please forward the following:

- 1) Copy of your W9
- 2) Updated Insurance based on original agreement
- 3) A photo of the tree diameter removed this weekend

I received many photos, but for some reason if one was sent for the tree diameter I didn't get it. Thank you for your teams quick response. I can submit payment for invoice you sent once we get the items 1-3 above to accompany the invoice and update your vendor account. Please let me know if you have any additional questions.

Jason Danaher, PhD

Water Resources Director

Lake County Water Authority

27351 SR 19

Tavares, FL. 32778

**352-324-6141 ext. 138**

**352-324-6364 fax**

[www.lcwa.org/](http://www.lcwa.org/)



Visit the LCWA Facebook Page!

Lake County Water Authority dedicated to water quality improvements in our lakes and rivers since 1953.

*Please note: Florida has a very broad public records law. Most written communication to or from government officials regarding government/public business is public record available to the public and media upon request. Your e-mail communications may be subject to public disclosure. The opinions expressed in this email are strictly those of the author and not necessarily those of Lake County Water Authority.*

Measure the circumference of the tree at breast height (usually, 1.35 m from the ground) on its uphill side. **Divide the tree circumference by  $\pi$  (= 3.14)** to estimate your tree's diameter at breast height (DBH) on a slope. Apr 6, 2022







By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Lake County Water Authority**  
**Continuing Emergency Waterway Tree Removal Service Contract**

This **AGREEMENT** is dated as of the 27th day of January in the year 2020, by and between Lake County Water Authority, an independent special district and body politic of the State of Florida (hereinafter called "OWNER"), with principal address at 27351 SR 19, Tavares, Florida 32778, and Tip Top Tree Experts LLC. (hereinafter called "CONTRACTOR"), with principal address at 41711 Lillian Ln. Weirsdale, FL 32195

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. Work:**

CONTRACTOR shall complete all Work assigned in accordance with the Contract Documents and Work Order. The Work is generally described as follows:

- CONTRACTOR shall remove trees and stumps from waterways in Lake County as directed by the OWNER. All removed trees and stumps must be placed in an undeveloped site on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby undeveloped lands are sufficient for this purpose, the trees and stumps may be placed back in a vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable waterway.

The CONTRACTOR may place the trees and stumps on developed or improved parcels with the consent of the property owner. These trees and stumps must also be placed on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. The CONTRACTOR may, also, take possession and ownership of any contracted trees and stumps. These trees and stumps must be removed from the waterway and hauled away.

- The CONTRACTOR must respond to tree and stump removal by mobilizing staff and equipment within 2 hours of verbal Work Order by OWNER. Within 4 hours of verbal Work Order by OWNER, CONTRACTOR shall be on the removal site with sufficient personnel and resources to perform the task. Should there not be sufficient daylight time to complete the removal, CONTRACTOR may choose to stop work. However, the CONTRACTOR shall begin work the next morning within 2 hours of sunrise and continue working at the site until finished.

- The OWNER may designate some trees and stumps as hazardous but not an emergency, and allow CONTRACTOR to wait until the next day to begin work.
- It is specifically understood that this Contract is non-exclusive, and that emergency tree removal work may be assigned to one or more Contractors, depending upon the need and the circumstances, in the sole discretion of the OWNER.

**Article 2. Independent Contractor:**

The CONTRACTOR shall perform as an Independent Contractor and not as an employee, representative or agent of the OWNER.

**Article 3. Project Manager and Notices:**

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

Project Manager for the OWNER: Jason Danaher  
 Lake County Water Authority  
 27351 SR 19  
 Tavares, FL 32778

Project Manager for CONTRACTOR: Francois Tasse  
 Tip Top Tree Experts LLC  
 PO Box 891  
 Weirsdale, FL 32195  
 Phone: 352-750-9056, Cell: 352-217-4924

**Article 4. Contract Times:**

All existing and/or previous contracts between the parties are terminated by OWNER, effective the date of execution of this Agreement. The period for this contracted work shall extend until midnight, Twenty-Four (24) months from the date of execution. The term of this Agreement may, by mutual consent of both parties evidenced in writing, be extended by twelve months for one (1) additional year, for a cumulative total of Three (3) consecutive years.

**Article 5. Contract Price:**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with an amount in current funds equal to the unit prices as indicated below.

Contract unit price will be as follows:

Mobilization and demobilization fee	\$	950.00	_____
Cut & relocate trees under 12" diameter	\$	585.00	_____
Cut & relocate trees 12" to 24" diameter	\$	1,800.00	_____
Cut & relocate trees over 24" to 36" diameter	\$	2,785.00	_____

Cut & relocate trees over 36" diameter \$ 3,850.00

The above tree sizes are based on the diameter of the tree at the location marked by the OWNER or the owner's representative. OWNER or owner's representative will utilize florescent spray paint to mark the location on the tree or stump where the cut is to be made. This mark will separate the part to be removed. The remaining portion of the tree or stump that is on the bank or in the sediment outside of the navigation channel is to remain. Should the CONTRACTOR break this remaining portion free during work, the CONTRACTOR will be required to remove the loose remaining portion to prevent its movement into the navigation channel, at no additional cost to the OWNER.

**Article 6. Payment Procedures:**

Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the OWNER an invoice for the actual services rendered based on Line Item units and quantities detailed under Article 5 above. The OWNER will review the invoice and work completed, and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time within which to make corrections. The OWNER will confirm all quantities. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the unit prices as indicated above.

**Article 7. Indemnification:**

CONTRACTOR shall defend, save, indemnify and hold harmless the OWNER and its officers, agents and employees from any and all claims and demands, losses and expenses, including attorneys' fees whether or not litigation is commenced, including, but not limited to, compensation for injuries, sickness, death and/or property damages, including loss of use resulting therefrom, arising in whole or in part from, out of, under, or occurring because of intentional and/or negligent acts or omissions of action by CONTRACTOR, Subcontractor, and/or the CONTRACTOR's of Subcontractors' agents, servants, employees, invitees and/or assigns, in the performance or nonperformance of the provisions of this contract during the life hereof, and thereafter, as directly or indirectly connected with said contract.

**Article 8. Insurance Requirement:**

The CONTRACTOR shall provide and maintain at all times during the term of any contract, without cost or expense to the AUTHORITY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the AUTHORITY, 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 and/or obligations of the CONTRACTOR under the terms and provisions of the contract. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the AUTHORITY at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure 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	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

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

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

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

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

The Lake County Water Authority, a Political Subdivision of the State of Florida, and the Lake County Water Authority Board of Trustees, shall be named as

additional insured as their interest may appear on general liability insurance policies.

It is the CONTRACTOR's responsibility to provide the AUTHORITY (certificate holder) a minimum of (30) days prior notice of any change, cancellation, or nonrenewal of the provided insurance.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY WATER AUTHORITY, AND THE LAKE COUNTY WATER  
AUTHORITY BOARD OF TRUSTEES.  
107 NORTH LAKE AVE.  
TAVARES, FL 32778

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

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the AUTHORITY. At the option of the AUTHORITY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The AUTHORITY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or sub-contractor providing such insurance.

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

Neither approval by the AUTHORITY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance,

shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Article 9. Termination:**

OWNER may at any time, give written notice to CONTRACTOR to terminate this agreement in whole or part, either for the OWNER'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations.

- 9.1 Upon receipt of such notice, CONTRACTOR shall:
  - (I) immediately discontinue all services affected (unless the notice directs otherwise).
  - (II) deliver to the OWNER all materials and other such information as may have been accumulated or produced by CONTRACTOR in the performance of this Agreement, whether completed or in process of completion.
- 9.2 If the termination is for the convenience of the OWNER, CONTRACTOR shall be paid compensation for services performed to the date of termination.
- 9.3 If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligation, the OWNER may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, CONTRACTOR shall be liable to the OWNER for reasonable additional costs occasioned to the OWNER thereby. CONTRACTOR shall not be liable for such additional costs beyond the control and without the fault or negligence of CONTRACTOR.
- 9.4 If, after notice of termination for failure to fulfill Agreement obligations, it is determined that CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER.
- 9.5 The rights and remedies of the OWNER provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

**Article 10. Release of Information:**

The CONTRACTOR shall not initiate any verbal or written media interviews or issue press releases on or about the PROJECT without prior approval and providing advance copies to the OWNER. This provision shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

CONTRACTOR acknowledges and agrees that OWNER is a governmental agency subject to Chapter 119, Florida Statutes, regarding access to public records, and that CONTRACTOR must comply with public records laws, as described at Section 119.0701, Florida Statutes, for retention of, and public access to, public records, nondisclosure of exempt or confidential records except as authorized by law, transfer of public records at no cost to the OWNER upon termination of the contract, and destruction of duplicate exempt or confidential public records.

**Article 11. Subcontractors:**

Nothing in this Agreement shall create, or be implied to create, any relationship between the OWNER and any subcontractor of CONTRACTOR.

**Article 12. Third Party Beneficiaries:**

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

**Article 13. Modifications:** This Agreement constitutes the entire agreement between the parties and may be amended only in writing, signed by all parties to this Agreement.

**Article 14. Contractor's Representations:**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

14.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the General Conditions and Specifications).

14.2 CONTRACTOR has visited representative site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

14.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

14.4 CONTRACTOR acknowledges that reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes.

CONTRACTOR acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to conditions, surface, subsurface or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at and contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 14.5 CONTRACTOR is aware of the general nature of work to be performed for OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 14.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to representative site(s), reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 14.7 CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 14.8 CONTRACTOR warrants to the OWNER that it meets all necessary licensing, insurance and workers compensation requirements and that it files all state and federal payroll taxes as required by law.

**Article 15. Miscellaneous:**

- 15.1 Terms used in this Agreement, which are defined in the Specifications and Contract Documents for the Continuing Emergency Waterway Tree Removal Service Lake County Water Authority (hereinafter, alternatively, referred to as "General Requirements"), will have the meanings indicated in the General Requirements.
- 15.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 15.3 CONTRACTOR binds itself, its partner, successors, assigns and legal representatives to the OWNER, its successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 15.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 15.5 If the OWNER incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, CONTRACTOR agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.



**Article 16. Documents:**

The following documents are attached and made a part of this Agreement:

Attachment #1: *Specifications and Contract Documents for the Continuing Emergency Waterway Tree Removal Service Lake County Water Authority* and any subsequent Memorandum of Understanding. In the event of a conflict, priority shall first be given to the language in the body of this Agreement, then to *Specifications and Contract Documents for the Continuing Emergency Waterway Tree Removal Service Lake County Water Authority*.

Attachment #2: General Conditions and Specifications

Attachment #3: Work Service Areas – LCWA Chain of Lakes Maps

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or their behalf. This Agreement will be effective on January 27th, 2020 (which is the Effective Date of the Agreement).

OWNER:

Lake County Water Authority  
By: Michael J. Perry, Executive Director

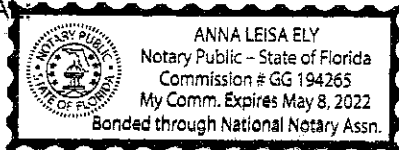
WITNESS: [Signature]  
Print name: BENJAMIN GARCIA JR.

WITNESS: [Signature]  
Print name: Mary Koch

STATE OF FLORIDA  
COUNTY OF Lake

Sworn to (or affirmed) and subscribed before me this 27<sup>th</sup> day of January, 2020, by Michael J. Perry (name of person).

NOTARY SEAL:



[Signature]  
Signature of Notary  
Anna Leisa Ely  
Name of Notary Typed, Printed, or

Stamped)  
Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

CONTRACTOR:

NAME OF CONTRACTOR  
Tip Top Tree Experts LLC.

WITNESS: [Signature]  
Print name: Francois Tasse  
LLC

Francois Tasse, Owner, Tip Top Tree Experts

WITNESS: [Signature]  
Print name: [Signature]

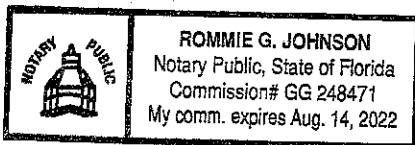
[Signature]

Date: 01/30/2020

STATE OF FLORIDA  
COUNTY OF LAKE

Sworn to (or affirmed) and subscribed before me this 30 day of JANUARY, 2020, by FRANCOIS TASSE (name of person).

NOTARY SEAL:



[Signature]  
Signature of Notary  
ROMMIE G JOHNSON  
Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced DRIVERS LICENSE

**ATTACHMENT #2: GENERAL CONDITIONS AND SPECIFICATIONS  
CONTINUING EMERGENCY WATERWAY TREE REMOVAL SERVICE  
LAKE COUNTY WATER AUTHORITY**

1. The CONTRACTOR shall provide access to the LCWA's representative for the purposes of monitoring and recording the progress of the work for the duration of the project.
2. Any conflict between the scope of work, specifications, maps, and plan drawings shall be promptly identified by the CONTRACTOR to the LCWA's Representative for resolution at LCWA's sole discretion.
3. Commencement, Prosecution, and Completion: Work under this contract will be managed through Work Orders. Because of the emergency nature of this work, the LCWA will issue a verbal Work Order to the CONTRACTOR for specific projects. LCWA will follow up with a written Work Order at the earliest possible opportunity, to include the types of Line Items to be performed, the estimated quantities and the time in which the project must be completed.

The CONTRACTOR must have a verbal Work Order before beginning work on any project. LCWA's determination regarding the matter will be final. CONTRACTOR will review the Work Order before beginning work, and will bring to the LCWA's attention any problems or discrepancies with the type or quantities of work to be performed. If during the prosecution of the project, the CONTRACTOR sees that an estimated quantity will be exceeded, it is the responsibility of the CONTRACTOR to notify the LCWA, and the CONTRACTOR must receive approval from LCWA to exceed the estimated quantity. Once a Work Order is completed, the CONTRACTOR will notify the LCWA for inspection of the project.

CONTRACTOR and LCWA will agree on the final quantities and the CONTRACTOR will submit an invoice to the LCWA for the completed quantities. In the event of a disagreement, LCWA's determination regarding the matter will be final. If at any time the contractor is unwilling or unable to perform work as required by the contract and issued through a Work Order, the LCWA may revoke a Work Order and/or issue it to another CONTRACTOR and/or terminate the contract with CONTRACTOR.

4. CONTRACTOR shall remove trees and stumps from waterways in Lake County as directed by the LCWA. All removed trees and stumps must be placed in an undeveloped site on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby undeveloped lands are sufficient for this purpose, the trees and stumps may be placed back in a vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable

waterway. The CONTRACTOR may place the trees and stumps on developed or improved parcels with the consent of the property LCWA. These trees and stumps must also be placed on the bank far enough back from the waterway to prevent the removed trees from falling or moving back into the waterway during periods of high water or high wind. It is not acceptable to simply cut the debris and let it sink, or to cut the debris and push it or tie it alongside the waterway. The CONTRACTOR may, also, take possession and ownership of any contracted trees and stumps. These trees and stumps must be removed from the waterway and hauled away. The CONTRACTOR must respond to tree and stump removal by mobilizing staff and equipment within 2 hours of verbal notification by LCWA. Within 4 hours of verbal notification by LCWA, CONTRACTOR shall be on the removal site with sufficient personnel and resources to perform the task. Should there not be sufficient daylight time to complete the removal, CONTRACTOR may choose to stop work. However, the CONTRACTOR shall begin work the next morning within 2 hours of sunrise and continue working at the site until finished. The LCWA may designate some trees and stumps as hazardous but not an emergency and allow CONTRACTOR to wait until the next day to begin work.

5. All work must be initiated and completed with the time required by the work order. In the event the CONTRACTOR fails to adhere to the requirements of the Agreement and General Conditions and Specifications after issuance of the work order, LCWA reserves the right to cancel and terminate the work order and award the work order to a different contractor, and/or terminate the Agreement, at the sole discretion of the LCWA. It is specifically understood that this Contract is non-exclusive, and that emergency tree removal work may be assigned to one or more Contractors, depending upon the need and the circumstances, in the sole discretion of the LCWA.
6. Area Available to CONTRACTOR: The CONTRACTOR shall confine his storage and other activities related to the work to the area(s) designated by the LCWA. The CONTRACTOR will be responsible for coordinating any needed equipment. In addition, the CONTRACTOR shall provide his own site security.
7. Layout of Work: When a work order is issued, the CONTRACTOR's representative will meet on site with a representative of the LCWA to go over the limits of the project. The CONTRACTOR will take care not to damage the property outside the limits of the project.
8. Sanitary Facilities: If required by the CONTRACTOR, the CONTRACTOR shall provide and maintain temporary sanitary facilities within the limits of the project area during the time contract activities. The facilities shall be in accordance to local LAKE COUNTY ordinances.
9. Safety and Environmental Protection: The CONTRACTOR shall identify a full-time, on-the-job safety coordinator for the duration of the project. This safety coordinator shall work closely with the LCWA's representative to insure compliance with all applicable regulatory agency and local regulations and

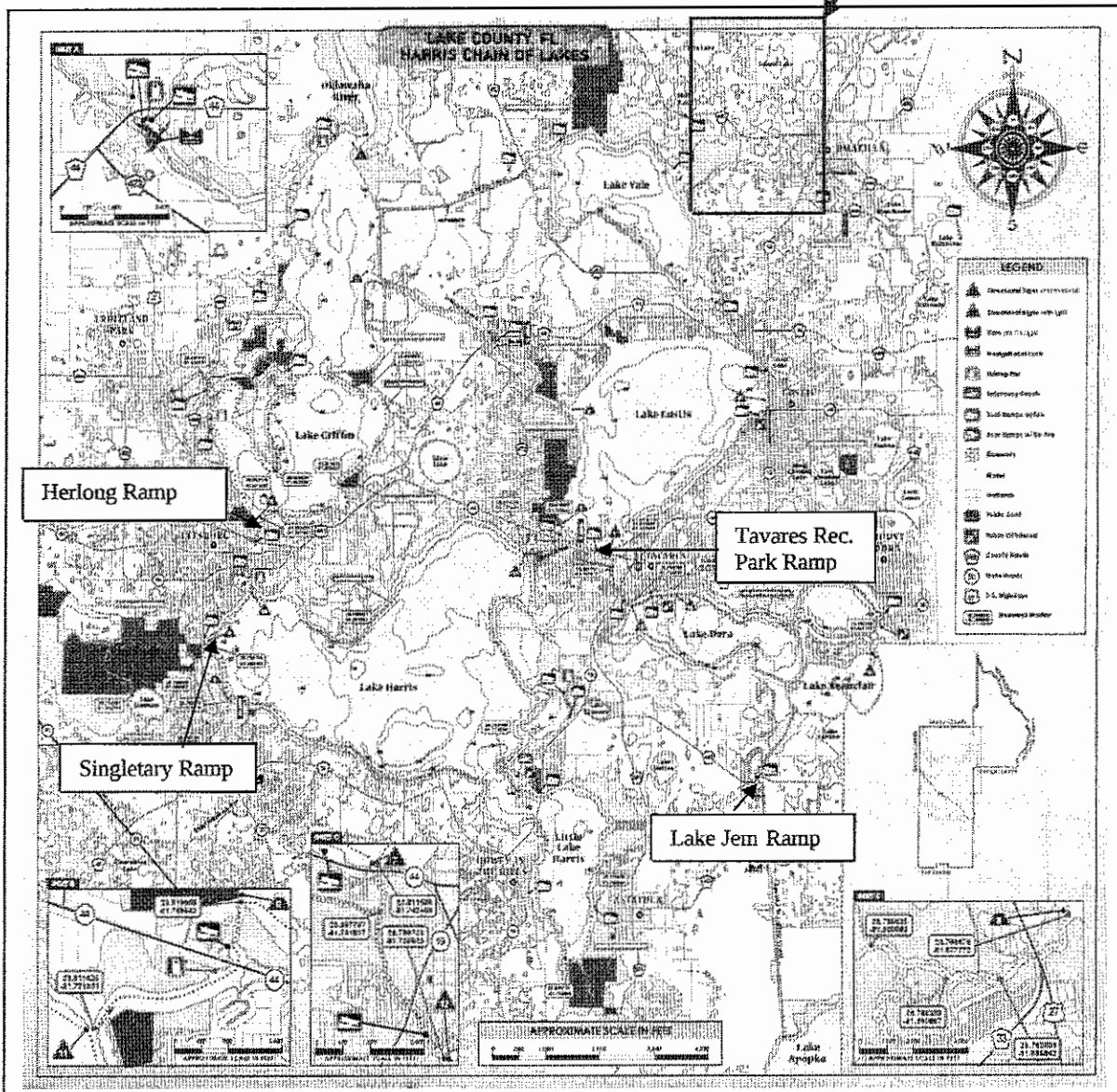
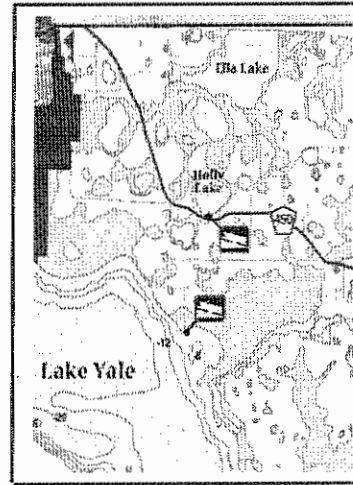
that the project is completed in the safest possible manner. Any violation fees will be furnished by the CONTRACTOR. The CONTRACTOR will provide and maintain during the life of the contract, environmental protection as defined herein, and as stipulated in the regulatory permits. The CONTRACTOR will comply with all construction permit stipulations, as well as, with all federal, state, and local regulations pertaining to water, air, and noise pollution.

10. Navigation and Dredging Aids: The CONTRACTOR shall not remove, change, obstruct, damage, or make fast to any aid to navigation.
11. Payment: Upon completion of a project pursuant to a work order, the CONTRACTOR will submit to the LCWA an invoice for the actual services rendered based on Line Item units and quantities detailed under the Contract Price section of the Contract Document. The LCWA will review the invoice and work completed and either approve the invoice or reject it and notify contractor of deficiencies to be corrected and time with which to make corrections. The LCWA will confirm all quantities. The LCWA will pay contractor for approved work invoices within thirty (30) days.
12. Equipment: The CONTRACTOR shall provide, operate, and maintain for the full duration of the project any equipment necessary to complete the work outlined in the Scope of Work. It is the CONTRACTOR's responsibility to determine the size of the equipment necessary, and any support equipment to complete the project. The CONTRACTOR shall provide all required Personal Protection Equipment (PPE) for their staff, and PPE will be worn at all times when on the job site
13. Maintaining Navigational Safety: All waterways in the bid specifications are public and thus the CONTRACTOR shall maintain proper safeguards to preserve public safety. In the event that the CONTRACTOR wishes to close a waterway for a certain period of time, the CONTRACTOR shall be responsible for appropriate signage at the nearest ramp and shall restrict access through the closed area appropriately. If it becomes necessary to close the waterway to navigation for an extended period due to an unforeseen hazard, the CONTRACTOR must notify the Lake County Sheriff's Office Marine Patrol Unit immediately at 352-343-2101 and the LCWA PROJECT MANAGER at 352-324-6141 ex 38.

**Attachment #3**  
**WORK SERVICE AREAS**  
**LCWA - CHAIN OF LAKES MAPS**

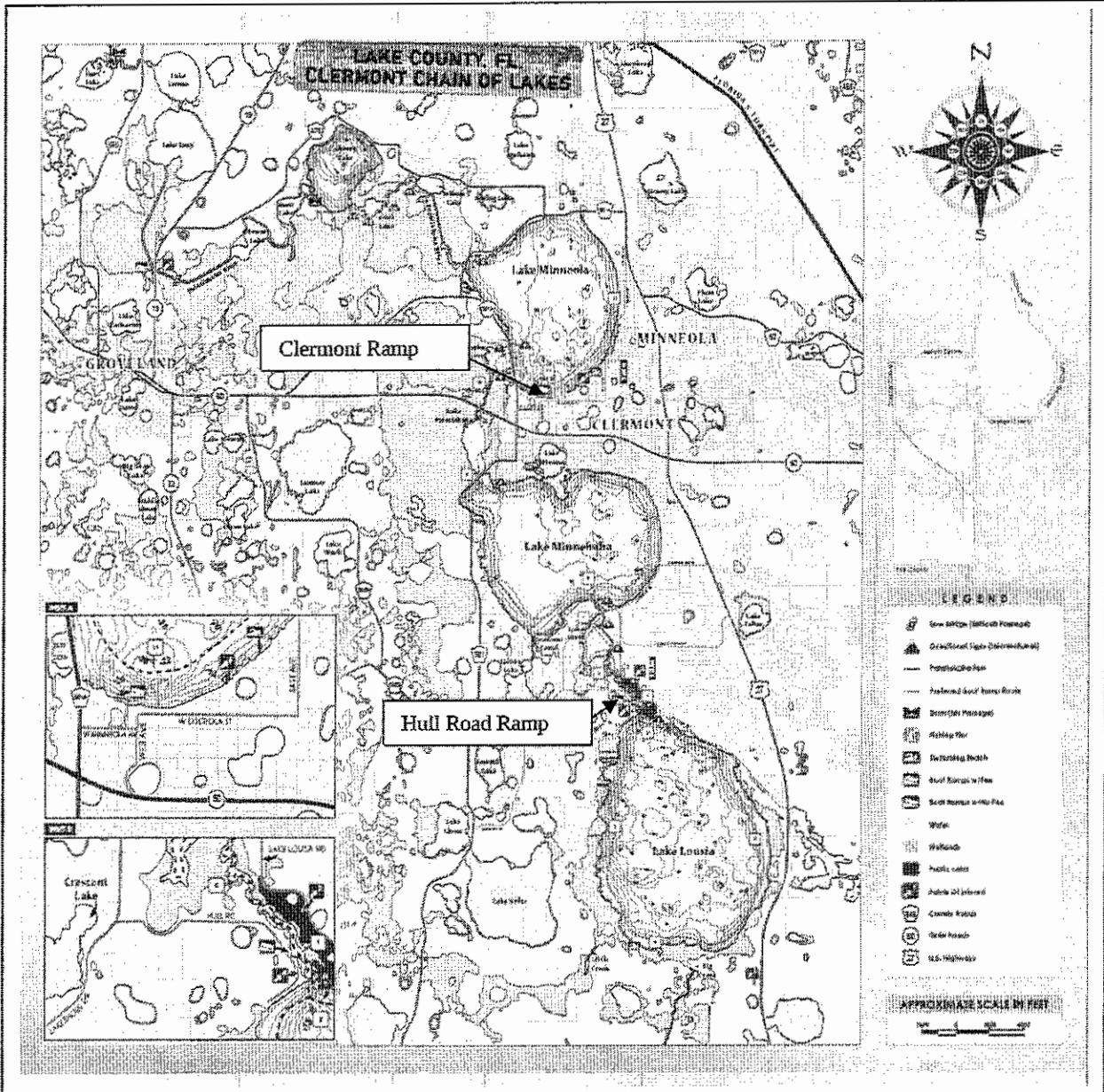
# HOLLY & HARRIS CHAIN OF LAKES - MAPS

Map from web page  
[www.lcwa.org](http://www.lcwa.org)



# CLERMONT CHAIN OF LAKES – MAP

Map from web page: [www.lcwa.org](http://www.lcwa.org)





**RECOMMENDED ACCESS RAMPS TO EACH LOCATION ARE AS FOLLOWS:**

Crooked River South and North, Crooked River at Susan-Minnehaha may be accessed using the Hull Road boat ramp.

The Apopka-Beauclair Canal may be accessed using the Lake Jem boat ramp.

The Palatlkaha River may be accessed using the Singletary Park boat ramp.

The Dora Canal and Haines Creek South and North may be accessed using the Tavares Recreation Park boat ramp.

The north part of the Clermont Chain may be accessed using the Clermont Boat Ramp at the south side of Lake Minneola

The Eagle Ridge Canal may be accessed using the Herlong Park boat ramp.