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

DATE: 08/14/2026
MEETING DATE: 10/27/2026
TO: Jennifer Barker, County Manager
ITEM TYPE: Consent Item
THRU:
ITEM ID: 43752
Jeff Johnson, Roads Superintendent
Jeffrey Earhart, Engineering & Operations Director - Central District
BY: Melanie Pompos, Procurement Agent II
SUBJECT: Storm Drain System Cleaning Services

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contracts 26-705A - F for Storm Drain System Cleaning and Related Services as-needed to the following pool of vendors: Atlantic Pipe Services, LLC (Sanford, FL), Earth View, LLC (Naples, FL), Flotech Environmental, LLC (Miami Springs, FL), GCU, LLC (aka Gulf Coast Underground, LLC) (Theodore, AL), Rowland (DE), LLC (Pinellas Park, FL), and Shenandoah General Construction, LLC (Boca Raton, FL); and
2. To authorize the Office of Procurement Services Director to execute the agreements and all supporting documentation.

The estimated annual fiscal impact is $500,000 (expenditure) and is within, and will not exceed, any approved Fiscal Year Budgets.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Public Works Department, issued Invitation to Bid (ITB) 26-705 for storm drain system cleaning and related services as needed. The solicitation allows for replacement of expiring pool contracts 23-510 and provides for an initial one-year term with two additional two-year terms available.

Six responsive and responsible bids were received as shown on the attached tabulation sheet. Staff recommends awarding contracts to the six vendors; Atlantic Pipe Services, LLC (Sanford, FL), Earth View, LLC (Naples, FL), Flotech Environmental, LLC (Miami Springs, FL), GCU, LLC (Theodore, AL), Rowland (DE), LLC (Largo, FL), and Shenandoah General Construction, LLC (Boca Raton, FL) and allocating various storm drain system cleaning and related services competitively through the vendor pool bidding process.

Fiscal Impact: $500,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

VARIOUS	VARIOUS	VARIOUS	VARIOUS		$500,000.00

Advertised Date: March 19, 2026 Paper: Lake Daily Commercial

Attachments:

1.	26-705 Tabulation Vendor Pool
2.	26-705A - Atlantic Pipe Services
3.	26-705B - Earth View, LLC
4.	26-705C - Flotech Environmental, LLC
5.	26-705D - GCU, LLC aka Gulf Coast Underground, LLC
6.	26-705E - Rowland (DE), LLC
7.	26-705F - Shenandoah General Construction, LLC

STAFF APPROVALS AND DATES:

Melanie Pompos	Created/Initiated - 08/14/2026
Ron Falanga	Approved - 08/17/2026
Jeffrey Earhart	Approved - 08/17/2026
David Hill	Approved - 08/18/2026
Kerri Andrews	Approved - 08/20/2026
Roberto Bonilla	Approved - 08/25/2026
Rachel Bartolowits	Approved - 09/30/2026
Kandace Pourbaix	Approved - 10/01/2026
Miranda Lanoue	Approved - 10/01/2026
Jaime Stewart	Approved - 10/01/2026
Melanie Marsh	Approved - 10/09/2026
Jennifer Barker	Approved - 10/21/2026
Marisol Saldana	Final Approval - 10/21/2026

ACTION TAKEN BY BOARD:

Action: New Continued/Deferred Until:

Other:

Lake County
WATER AUTHORITY
Bobby Bonilla, Executive Director Gary J. Cooney, Secretary - Treasurer

27351 SR 19 • Tavares, Florida 32778-4251 • (352) 324-6141 • Fax (352) 324-6364 • email: info@lcwa.org • www.lcwa.org

TO: Lake County Water Authority Board of Trustees

THROUGH: Bobby Bonilla, Executive Director

FROM: Chuck Groves, Construction Program Manager

DATE: November 12, 2026

RE: Piggyback Contract 26-W705 Storm Drain Cleaning and Related Services

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Consent Agenda – Tab 3

Approval of piggybacking contract with the Lake County Board of County Commissioner's contract 26-W705 Storm Drain Cleaning and Related Services.

Following a competitive bidding process, the Lake County Office of Procurement awarded a multi-vendor contract for storm drain cleaning and related services. To increase efficiency, the Lake County Water Authority (LCWA) routinely piggybacks on contracts established by the Board of County Commissioners when they align with the agency's mission. This contract directly supports LCWA's role in Lake County's stormwater management.

Contract:
26-W705A – Atlantic Pipe Services, LLC
26-W705B – Earth View, LLC
26-W705C – FloTech Environmental, LLC
26-W705D – Gulf Coast Underground, LLC
26-W705F – Rowland (DE), LLC
26-W705G – Shenandoah General Construction, LLC

Executive Director's Recommendation:

1. Approve piggybacking contract(s) #26-W705(A), (B), (C), (D), (F), (G) for the Lake County Water Authority and to authorize the Office of Procurement to execute all supporting documentation.

2. Estimated Fiscal impact is $750,000 (expenditure – as needed) and is within, and will not exceed, the Fiscal Year 2027 budget. Annual expenditure will not exceed available funding in future Fiscal Year Budgets.

BOARD OF TRUSTEES

Gavin Rollins	Trampis Bonjorn	Birdie Zenishek	Vacant	Jonathan Germeroth
District 1	District 2	District 3	District 4	District 5

LAKE COUNTY WATER AUTHORITY BOARD ACTION
November 18, 2026

APPROVED	**Tab 1.** Request for approval of the minutes of the LCWA Meeting of October 21, 2026 (Regular Meeting).	BONILLA
	PUBLIC COMMENT No one wished to address the Board at this time.	
APPROVED	**Tab 2.** Water Resources Monthly Staff Report	ELKINS
APPROVED	**Tab 3.** Approval of Contract No. 26-W705G for Storm Drain System Cleaning and Related Services	GROVES
APPROVED	**Tab 4.** 2026 Lake County Legislative Delegation Annual Meeting	BONILLA
APPROVED	**Tab 5.** Hurley Property Acquisition Update **The Board approved to authorize LCWA Legal Counsel to communicate with the sellers of the Hurley properties on a sales agreement and to continue to perform due diligence prior to returning to the Board with a definitive agreement.**	GROVES
UPDATE	**Tab 6.** Water Control Structures Emergency Action Plans Update **There was consensus to survey residents and vendors to get a rough estimate of who would be in favor of a lock at the Cherry Lake passage.**	ELKINS
PRESENTATION	**Tab 7.** National Flood Insurance Program Community Rating System	BURSA
PRESENTATION	**Tab 8.** Fiscal Year 2026 LCWA Annual Report	BUSH
FOR YOUR INFORMATION	Mr. Bonilla wished everyone a Happy Thanksgiving, and expressed appreciation to staff for everything they did every day.	BONILLA
FOR YOUR INFORMATION	Mr. Germeroth indicated appreciation to staff, and welcomed Mr. Cade Carter to the Lake County Water Authority (LCWA) Board, opining that he was a great fit. He expressed congratulations to Mr. Bonjorn for being reappointed for another term.	GERMEROTH
FOR YOUR INFORMATION	Mr. Bonjorn related that he was happy to have Mr. Carter on the LCWA Board, opining that this was a great time as they had accomplished much recently. He opined that this was a credit to staff, who kept getting better every month.	BONJORN

FOR YOUR INFORMATION	Mr. Bonjorn remarked that there had been some flow out of Big Creek and Lake Louisa, opining that it was minimal. He opined that after all the drought, people could see that there was finally something happening, and that the swamp was saturated enough to have a little bit of flow.	BONJORN
FOR YOUR INFORMATION	Mr. Rollins expressed congratulations to Mr. Bonjorn and Mr. Carter, and opined that even though the Board did not always agree, they always tried to be agreeable and work together. He opined that staff was great, and that there were many opportunities to tour the LCWA properties and be involved, noting that he would like to do more of that. He mentioned that he did not know until a couple weeks prior that there was a United States (U.S.) Navy base in Lake County, and opined that it was amazing all the different things the LCWA had a hand in.	ROLLINS
FOR YOUR INFORMATION	Ms. Zenishek mentioned that the annual ethics training was due on December 31, 2026, and asked the Board to make sure this was taken care of.	ZENISHEK
FOR YOUR INFORMATION	Ms. Zenishek commented that she was at Trout Lake on the prior weekend for the Liberty Tree dedication with the Sons of the American Revolution, and opined that it was a great ceremony.	ZENISHEK
FOR YOUR INFORMATION	Ms. Zenishek relayed that Ms. Cathie Catasus, Program Manager with the Office of Parks and Trails, recently received the Lifetime Technical and Environmental Award from the Florida Society of Environmental Analysts for her significant contributions, technical excellence, and professionalism, noting that she ran the Water Lab.	ZENISHEK
FOR YOUR INFORMATION	Mr. Zenishek stated that the St. Johns River Water Management District (SJRWMD) lifted the phase three water shortage; however, she asked that everybody follow local guidelines for watering lawns.	ZENISHEK
FOR YOUR INFORMATION	Mr. Zenishek wished everyone a Happy Thanksgiving.	ZENISHEK
FOR YOUR INFORMATION	**ANNOUNCEMENT OF UPCOMING MEETINGS AND EVENTS** Regular Board Meeting Wednesday, December 9, 2026 (3:30 p.m.) BCC Chambers/Admin. Building Paddling Adventure Thursday, November 19, 2026 (9:00 a.m. – 12:00 p.m.) Helena Run, Singletary Park	BONILLA

	Stories of Water Friday, November 27, 2026 (9:00 a.m. – 12:00 p.m.) Wolf Branch Sink Wetland Excursion Saturday, December 5, 2026 (9:00 a.m. – 12:00 p.m.) Wolf Branch Sink Watershed Wednesday Wednesday, December 9, 2026 (10:00 a.m. – 12:00 p.m.) Hickory Point Pavilion	

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

LCWA
Lake County
WATER AUTHORITY

CONTRACT NO. 26-705E
For
STORM DRAIN SYSTEM CLEANING AND RELATED SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners and LAKE COUNTY WATER AUTHORITY, a political subdivision of the State of Florida, through its Board of Lake County Water Authority Commissioners, (both hereinafter "County") do hereby accept, with noted modifications, if any, the bid of **Rowland (DE), LLC** (hereinafter "Contractor") to supply **STORM DRAIN SYSTEM CLEANING AND RELATED SERVICES** to the County pursuant to County Bid number 26-705 with any included addenda (hereinafter "Bid"), 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 are attached hereto and are part of this Contract.

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Affidavit Form
Attachment 3 – Pricing Sheet
Attachment 4 – Truth in Negotiation Certification
Attachment 5 – Certification Drugfree Workplace
Attachment 6 – Certification Debarment and Suspension
Attachment 7 – Certification Regarding Lobbying
Attachment 8 – Byrd Anti-Lobbying Certification
Attachment 9 – Public Entity Crimes Statement Form
Addenda 1, 2, 3 and 4
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements for Lake County, Florida
Exhibit B1 – Insurance Requirements for Lake County Water Authority
Exhibit C – General Terms & Conditions v.5.6.21
Exhibit C1- General Terms & Conditions v.5.6.24
Exhibit D – FEMA Contract Clauses
Exhibit D1 – FHWA-1273
Exhibit E – Project Order Form
Exhibit F – Water Quality Units
Exhibit G – REVISED Box Culverts
Exhibit H – DEP Guidance for Storm Drain Cleaning

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.

The County's Procurement Services Director shall have sole authority to determine whether the Contractor has fulfilled this Contract. In the event of a breach, the Director may, at the County's option, terminate this Contract. Whether or not the Contract is terminated, the Contractor and, if applicable, its surety under any required bond shall be liable for all losses and damages resulting from the breach.

The Contract initial term is from 11/1/2026 through 10/31/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause or lack

of available funds. The County may also terminate this Contract for its convenience upon thirty (30) days' prior written notice to the Contractor. Renewals shall be subject to the parties' mutual written agreement. Any modification to this Contract shall be in writing and signed by the parties.

LAKE COUNTY, FLORIDA

By: Ronald A. Falanga
Procurement Services Director
Date: 11/24/2026

The undersigned hereby declares that Rowland (DE) LLC has reviewed and accepted all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **STORM DRAIN SYSTEM SERVICES** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1. TERM OF CONTRACT

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

Contract will commence upon the first day of the next calendar month after approval by the authorized authority, or related Notice to Proceed. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

2. PAYMENT

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

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

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

3. CERTIFICATION REGARDING TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and Lake County Water Authority and accept both General Terms and Conditions as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subncontractors are not listed on the Scrutinized Companies that Boycott Israel and are 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 or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and

are not participating in a boycott of Israel, and are 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 it or its subcontractors have 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.

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

4. CERTIFICATION REGARDING EXHIBIT D & D1 – FEDERAL CLAUSES

I certify I have reviewed EXHIBIT D and D1 and accept as written.
YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

5. 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

6. CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

7. CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

8. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number N/A
and enter effective date N/A to date N/A

9. ANTITRUST VIOLATOR VENDOR LISTS

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any new business with a public entity.

10. FEDERAL FUNDING REQUIREMENT

10.1. A contract award expected to equal or exceed $25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: SAM Directory and Registration website

10.2. **REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID SAM.gov | Home: NCDUYSGG5DQ9**

11. LOCAL VENDOR PREFERENCE – N/A

12. GENERAL VENDOR INFORMATION

Firm Name: Rowland (DE) LLC

Street Address: 8250 Bryan Dairy Rd. Suite 100

City: Largo State and ZIP Code: Florida 33777

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

Telephone: 888-768-6150

Purchase Order Email Address: sfugatt@acus-us.com

Federal Identification Number / TIN: 59-0978899

13. SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Timothy Roach*

Date: 4/23/2026

Print Name: Tim Roach
Title: COO
Primary E-mail Address: troach@acus-us.com
Secondary E-mail Address: nleal@acus-us.com
The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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

Before me, the undersigned authority, personally appeared **(Name of affiant)** Timothy Roach, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

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

Signed and Delivered on the 23 day of April, 2026.

BY: _____
Signature of Affiant

Tim Roach
Printed Name

STATE OF Florida
COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23nd day of April, 2026, by Tim Roach, who is ☒ personally known to me or ☐ has produced identification (type):_____.

Carolyn J Hamm
(Notary Signature)

(SEAL)

Carolyn J Hamm
Comm.: HH 595966
Expires: Jan. 14, 2029
Notary Public - State of Florida

Type Your Firm's Name Here

SAVE AND SUBMIT AS AN EXCEL FILE

Contractor shall provide all labor, materials, tools, transportation, and equipment necessary to perform the services in accordance with specified requirements listed and implied.

ALTERATIONS TO LOCKED CELLS MAY RESULT IN DISQUALIFICATION OF BID SUBMISSION

GROUP A		**UNIT PRICE PER LINEAR FOOT**		
PIPE CLEANING	**DIAMETER**	**0' - 50'**	**50' - 100'**	**100'+**
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	12"	$ 5.50	$ 5.50	$ 5.50
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	15"	$ 5.50	$ 5.50	$ 5.50
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	18"	$ 5.50	$ 5.50	$ 5.50
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	24"	$ 7.00	$ 7.00	$ 7.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	30"	$ 7.00	$ 7.00	$ 7.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	36"	$ 8.00	$ 8.00	$ 8.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	42"	$ 9.00	$ 9.00	$ 9.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	48"	$ 10.00	$ 10.00	$ 10.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	54"	$ 13.00	$ 13.00	$ 13.00
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	60"	$ 12.50	$ 12.50	$ 12.50
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	66"	$ 14.50	$ 14.50	$ 14.50
Pipe Cleaning Size for Round or Equivalent Elliptical Diameter	72"	$ 16.00	$ 16.00	$ 16.00
GROUP A - TOTAL COST		**$ 113.50**	**$ 113.50**	**$ 113.50**

GROUP B		**UNIT PRICE PER LINEAR FOOT**		
VIDEO RECORDING	**DIAMETER**	**0' - 50'**	**50' - 100'**	**100'+**
Video Recording – Round or Equivalent Elliptical Diameter	12"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	15"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	18"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	24"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	30"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	36"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	42"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	48"	$ 3.50	$ 3.50	$ 3.50

Video Recording – Round or Equivalent Elliptical Diameter	54"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	60"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	66"	$ 3.50	$ 3.50	$ 3.50
Video Recording – Round or Equivalent Elliptical Diameter	72"	$ 3.50	$ 3.50	$ 3.50
GROUP B - TOTAL COST		**$ 42.00**	**$ 42.00**	**$ 42.00**

GROUP C		**UNIT PRICE PER OCCURENCE**	
PLUG INSTALLATION AND REMOVAL	**DIAMETER**		
Plug Installation & Removal Round or Equivalent Elliptical Diameter	12"		**$ 750.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	15"		**$ 750.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	18"		**$ 750.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	24"		**$ 750.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	30"		**$ 750.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	36"		**$ 850.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	42"		**$ 850.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	48"		**$ 1,000.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	54"		**$ 1,200.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	60"		**$ 1,500.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	66"		**$ 1,500.00**
Plug Installation & Removal Round or Equivalent Elliptical Diameter	72"		$ 1,800.00
GROUP C - TOTAL COST			**$ 12,450.00**

GROUP D		UNIT PRICE PER DAY	
DEWATERING	**DIAMETER**		**DAILY**
Dewatering – Round or Equivalent Elliptical Diameter	12"		**300**
Dewatering – Round or Equivalent Elliptical Diameter	15"		**300**
Dewatering – Round or Equivalent Elliptical Diameter	18"		**300**
Dewatering – Round or Equivalent Elliptical Diameter	24"		**300**
Dewatering – Round or Equivalent Elliptical Diameter	30"		**300**
Dewatering – Round or Equivalent Elliptical Diameter	36"		**400**
Dewatering – Round or Equivalent Elliptical Diameter	42"		**400**
Dewatering – Round or Equivalent Elliptical Diameter	48"		**550**
Dewatering – Round or Equivalent Elliptical Diameter	54"		**550**
Dewatering – Round or Equivalent Elliptical Diameter	60"		**650**
Dewatering – Round or Equivalent Elliptical Diameter	66"		**700**
Dewatering – Round or Equivalent Elliptical Diameter	72"		**850**
GROUP D - TOTAL COST			**$ 5,600.00**

GROUP E		UNIT PRICE PER LINEAR FOOT		
MECHANICAL ROOT TREATMENT	DIAMETER	0' - 50'	50' - 100'	100'+
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	12"	$ 5.00	$ 5.00	$ 5.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	15"	$ 5.00	$ 5.00	$ 5.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	18"	$ 6.50	$ 6.50	$ 6.50
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	24"	$ 6.50	$ 6.50	$ 6.50
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	30"	$ 8.00	$ 8.00	$ 8.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	36"	$ 10.00	$ 10.00	$ 10.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	42"	$ 12.00	$ 12.00	$ 12.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	48"	$ 16.00	$ 16.00	$ 16.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	54"	$ 18.50	$ 18.50	$ 18.50
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	60"	$ 20.00	$ 20.00	$ 20.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	66"	$ 20.00	$ 20.00	$ 20.00
Root Cleaning Mechanical – Round or Equivalent Elliptical Diameter	72"	$ 22.00	$ 22.00	$ 22.00
GROUP E - TOTAL COST		**$ 149.50**	**$ 149.50**	**$ 149.50**

GROUP F		UNIT PRICE PER LINEAR FOOT		
CHEMICAL ROOT CLEANING	DIAMETER	0' - 50'	50' - 100'	100'+
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	12"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	15"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	18"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	24"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	30"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	36"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	42"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	48"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	54"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	60"	No Bid	No Bid	No Bid
Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	66"	No Bid	No Bid	No Bid

Root Cleaning Chemical – Round or Equivalent Elliptical Diameter	72"	No Bid	No Bid	No Bid	
GROUP F - TOTAL COST		$ -	$ -	$ -	$

GROUP G			
CLEANING BOX CULVERTS	UNIT	PRICE PER TON	
Unit # 1	TN	$	500.00
Unit # 2	TN	$	500.00
Unit # 3	TN	$	500.00
Unit # 4	TN	$	500.00
Unit # 5	TN	$	500.00
Unit # 6	TN	$	500.00
Unit # 7	TN	$	500.00
Unit # 8	TN	$	500.00
Unit # 9	TN	$	500.00
Unit # 10	TN	$	500.00
Unit # 11	TN	$	500.00
Unit # 12	TN	$	500.00
Unit # 13	TN	$	500.00
Unit # 14	TN	$	500.00
Unit # 15	TN	$	500.00
Unit # 16	TN	$	500.00
Unit # 17	TN	$	500.00
Unit # 18	TN	$	500.00
Unit # 19	TN	$	500.00
GROUP G - TOTAL COST		**$**	**9,500.00**

GROUP H			
CLEANING OF WATER QUALITY UNITS	UNIT	PRICE PER UNIT	
Unit # 1	EA	$	800.00
Unit # 2	EA	$	800.00
Unit # 3	EA	$	800.00
Unit # 4	EA	$	800.00
Unit # 5	EA	$	800.00
Unit # 6	EA	$	800.00
Unit # 7	EA	$	800.00
Unit # 8	EA	$	800.00
Unit # 9	EA	$	800.00
Unit # 10	EA	$	800.00
Unit # 11	EA	$	800.00
Unit # 12	EA	$	800.00
Unit # 13	EA	$	800.00
Unit # 14	EA	$	800.00
Unit # 15	EA	$	800.00
Unit # 16	EA	$	800.00
Unit # 17	EA	$	800.00
Unit # 18	EA	$	800.00
Unit # 19	EA	$	800.00
Unit # 20	EA	$	800.00
Unit # 21	EA	$	800.00
Unit # 22	EA	$	800.00
Unit # 23	EA	$	800.00
Unit # 24	EA	$	800.00
Unit # 25	EA	$	800.00
Unit # 26	EA	$	800.00
Unit # 27	EA	$	800.00

Unit # 28	**EA**		$	800.00
Unit # 29	**EA**		$	800.00
Unit # 30	**EA**		$	800.00
Unit # 31	**EA**		$	800.00
GROUP H - TOTAL COST			**$**	**24,800.00**

GROUP I			
EMERGENCY ON-CALL SERVICE	UNIT		PER EVENT
TOTAL COST PER EVENT	EA		$ 5,500.00

GROUP J			
INSPECTION SERVICES	UNIT		PER EVENT
Water Quality Units	EA		$ 800.00
Box Culverts	EA		$ 500.00

ATTACHMENT – 4 TRUTH IN NEGOTIATION CERTIFICATION 26-705

1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.

2. The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.

3. The Consultant acknowledges that the original agreement price, as well as any subsequent increases, will be adjusted to exclude any substantial amounts that Lake County determines were added because of inaccurate, incomplete, or outdated wage rates or other factual unit costs. All such adjustments to the agreement must be made within one (1) year following the conclusion of the agreement.

CONSULTANT
Firm Name: Rowland (DE) LLC
Signature: [signature]
Print Name: Tim Roach
Title: COO
This 23 day of April, 2026.

State of FLORIDA
County of PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of April, 2026

by Tim Roach
(print name of officer or agent)

on behalf of Rowland DE LLC.
(name of corporation/entity)

He/she is personally known to me or has produced

_____ as identification.

(NOTARY SEAL)

Carolyn J Hamm
Comm.: HH 595966
Expires: Jan. 14, 2029
Notary Public - State of Florida

Carolyn J Hamm
Notary Signature

Carolyn J. Hamm
Print Name

Jan 24, 2029
Commission Expiration:

CERTIFICATION DRUGFREE WORKPLACE

THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT:

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

COMPANY NAME:*Rowland (DE) LLC*

ADDRESS: 8250 Bryan Dairy Rd. Suite 100
CITY: Largo
STATE & ZipCode: Florida 33777

COMPANY'S AUTHORIZED OFFICAL:

SIGNATURE: _____

Printed Name: Tim Roach
Title: COO
Date: 4/23/2026

CERTIFICATION DEBARMENT AND SUSPENSION

THE QUOTER HEREBY CERTIFIES THAT:

a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).

b. The vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

COMPANY NAME: *Rowland (DE) LLC*

ADDRESS: 8250 Bryan Dairy Rd. Suite 100
CITY: Largo
STATE & ZipCode: Florida 33777

COMPANY'S AUTHORIZED OFFICAL:

SIGNATURE: _____

Printed Name: Tim Roach
Title: COO
Date: 4/23/2026

ATTACHMENT 7 – CERTIFICATION REGARDING LOBBYING 26-705

APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING

Certification for contracts, grants, loans, and cooperative agreements (To be submitted with each bid or offer exceeding $100,000).

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at alt tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

COMPANY NAME:*Rowland (DE) LLC*

ADDRESS: 8250 Bryan Dairy Rd. Suite 100
CITY: Largo
STATE & ZipCode: Florida 33777

COMPANY'S AUTHORIZED OFFICAL:

SIGNATURE: _____

Printed Name: Tim Roach
Title: COO
Date: 4/23/2026

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization: Rowland (DE) LLC

Street address: 8250 Bryan Dairy Rd. Ste. 100

City, State, Zip: Largo, FL 33777

Tim Roach
CERTIFIED BY: (type or print)

TITLE:

(signature)

4/23/26
(date)

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Lake County, Florida
(print name of public entity)

By Timothy Roach - COO
(print individual's name and title)

for Rowland 10E) LLC
(print name of entity submitting sworn statement)

whose business address is 8250 Bryan Dairy Rd. Ste 100 Largo, FL 33777

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0978899

(if the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Signed and Delivered on the day of April 23, 2026.

BY: _____
Signature of Affiant

Timothy Roach
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of April, 2026, by Timothy Roach, who is ☒ personally known to me or ☐ has produced identification (type): _____.

Carolyn J Hamm
(Notary Signature)

(SEAL)

Carolyn J Hamm
Comm.: HH 595966
Expires: Jan. 14, 2029
Notary Public - State of Florida

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Storm Drain System Cleaning and Related Services 03/26/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q1. Are there any bonds due for the submittal or if awarded?

R1. No.

Q2. Can we please have the previous bid tabulations for this project.

R2. Please refer to Bid Documents, Exhibit I – Price Tabulation 23-510.

ACKNOWLEDGEMENT

Firm Name: Rowland (DE) LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: .

Date: 4/23/2026

Print Name: Tim Roach

Title: COO

Primary E-mail Address: Troach@acus-us.com

Secondary E-mail Address: nleal@acus-us.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Storm Drain System Cleaning and Related Services 04/2/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q3. Could the County please provide the complete Group G box culvert inventory, including location, size/dimensions, estimated length, access conditions, and any available prior inspection information for the 19 structures referenced in the bid documents?

R3. Please see REVISED Exhibit G – Box Culverts – 26-705

Q4. Could the County please clarify how box culvert cleaning quantities will be measured and verified for payment under the cubic-yard spoil removal item?

R4. Vendor shall accept the following underlined changes in Exhibit A – Scope of Work: Section 4.7 BOX CULVERTS

4.7.5. There are nineteen (19) structure locations in Lake County. The Contractor shall invoice the County per ton of spoils removed. A listing of the locations can be found as an attachment to this solicitation.

Contractor shall provide certified disposal tickets clearly indicating tonnage for verification and payment.

Please see REVISED Attachment 3 – Pricing Sheet 26-705

Q5. If available, could the County please share a representative history of prior work orders under the previous contract, including typical footage, locations, and whether requests were generally bundled together or issued as individual callouts?

R5. This is an on-call as needed contract. Requests will vary significantly. The County will attempt to bundle requests however this is not guaranteed.

Q6. Could the County please confirm whether bid unit prices are intended to include only normal, non-hazardous sediment and debris disposal, and clarify how disposal of petroleum-impacted, contaminated, or otherwise regulated pollutants/materials would be handled and compensated if encountered?

R6. This contract is intended only to include normal non-hazardous sediment and debris from stormwater infrastructure systems. If hazardous or regulated materials are encountered, the Contractor shall notify the County immediately and no additional work shall proceed until directed. Such work will be

separately addressed.

Q7. Could the County please clarify whether the Group C plug installation/removal item is intended to be paid once per plug for installation and later removal, or whether any additional compensation is available when the plug must remain in place across multiple days?

R7. The cost for plug installation and removal shall be paid at the applicable unit price per pipe size. No additional compensation will be provided for plugs remaining in place across multiple days. Please refer to Exhibit A – Scope of Work.

Please see REVISED Attachment 3 – Pricing Sheet 26-705

Q8. Could the County please clarify how Group D dewatering will be billed when a Project Order includes multiple pipe sizes? For example, would payment be based on the largest applicable pipe size used, each pipe size used, or another method?

R8. Billing for dewatering shall be based on the applicable pipe sizes requiring dewatering within the project area. Please refer to Exhibit A – Scope of Work.

Q9. Could the County please confirm whether the County has a preferred or preapproved list of herbicides/products for Group F chemical root cleaning, or whether product selection will be reviewed and approved on a case-by-case basis?

R9. Product selection will be reviewed and approved on a case-by-case basis.

Q10. Could the County please clarify how Group D dewatering will be billed when a Project Order includes multiple pipe sizes? Specifically, would payment be based on the largest applicable pipe size used, each pipe size used, or a single daily charge per dewatering setup/day?

R10. Please see R8.

Q11. Could the County please clarify whether Group I Emergency On-Call Service is intended to be paid as a separate event charge in addition to the applicable bid items, or whether it is intended to be an all-inclusive price for the emergency work performed?

R11. Group I pricing shall cover the cost to mobilize within the specified emergency timeframe in section 5.2 of Scope of Services. Work performed after arrival on-site shall be compensated in accordance with the applicable contract unit prices.

Q12. Could the County please clarify whether Group J inspection services for water quality units and box culverts are intended to be performed as visual/field inspections only, or whether CCTV/video equipment is expected as part of those services?

R12. Group J is intended to be completed as a visual/ field inspection only.

Q13. Could the County please clarify whether the Group H water quality unit bid item is intended to include cleaning of all associated connected components identified in Exhibit F, such as French drains, slot drains, trench drains, and drop boxes, or only the primary treatment structure itself?

R13. Group H pricing shall be based on the description provided for each type and shall include all components necessary to achieve a fully cleaned and operational system. Please refer to Exhibit A – Scope of Work.

Q14. Could the County please confirm whether project-specific traffic control requirements beyond normal operations, if required for a particular Project Order, would be addressed separately, or are intended to remain fully incidental to the bid items?

R14.Traffic control associated with typical maintenance and construction activities shall be considered incidental to the bid items and included in the Contractor's unit prices. For Project Orders requiring traffic control measures beyond standard operations—such as roadway closures, detours, law enforcement support, or complex maintenance of traffic (MOT) setups—those requirements will be clearly identified at the time of issuance. At the County's discretion, such non-standard traffic control may be addressed as a separate pay item or through an approved supplemental cost.

ACKNOWLEDGEMENT

Firm Name: Rowland (DE) LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: .

Date: 4/23/2026

Print Name: Tim Roach

Title: COO

Primary E-mail Address: Troach@acus-us.com

Secondary E-mail Address: nleal@acus-us.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Storm Drain System Cleaning and Related Services 04/09/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q15. Does the county have a budget for this contract?

R15. This contract is intended for use by multiple County Departments; therefore, the total aggregate budget is not predetermined.

Q16. With the associated federal funding mentioned in the contract, does the county anticipate doing more cleaning and inspections than years past?

R16. Federal language is included to allow for response efforts on work directly related to declared emergency events. No specific increase in routine service volume is guaranteed.

Q17. What is the anticipated annual expenditure for this contract?

R17. Please see R15.

Q18. Can the County give an example of an average work order issuance?

R18. Please refer to Bid Documents, Exhibit J - Sample Projects 1 & 2.

Q19. Obtaining meter from various providers is problematic, can Lake County provide a hydrant meter for contractor use?

R19. Please refer to Exhibit A – Scope of Work, Section 2.8 & 2.9.

Q20. If a hydrant meter cannot be provided will the County supply a water source for the contractor?

R20. Please see R.19.

Q21. Would the County consider adding a separate line item for disposal? Or alternatively, will the County designate a location for disposal of removed silt.

R21. Please refer to Exhibit A – Scope of Work, Section 2.11., 4.6.4., 4.7.4. & 7.2.

Q22. For box culvert cleaning, does the specified cubic yard (CY) quantity refer to the total volume of material to be removed, or is it based on the culvert's surface area?

R22. Please see R4.

Q23. Historically, pipe segments under previous County contracts have frequently contained heavy accumulations of silt (often 80-100% full and compacted), which can significantly impact production rates and require methods. Can the County confirm whether bidders should anticipate similar conditions under this contract, and if so, how these conditions are intended to be accounted for in the bid pricing?

R23. Bidders should anticipate that all work requests may involve pipe segments exceeding 50% capacity of accumulated material. No adjustments to contract pricing shall be made based on the level of compaction or heavy accumulation.

Q24. Please confirm whether the required cleaning scope for each Group H water quality unit is limited to the components expressly listed in that unit's Exhibit F description. If not, please provide the supporting plan sheets/details for all units marked "Plans: Yes" so bidders can identify any additional connected components or structures included in the bid item and determine which specific components are required to be cleaned in order to achieve a fully cleaned and operational system.

R24. Please see R13. Pricing for each unit shall be based solely on the components identified in the corresponding Exhibit F description. Any service requests involving additional or connected components shall be issued separately and compensated in accordance with applicable contract pricing.

Q25. Will a certified builder license be acceptable for this project?

R25. A CBC may not be able to perform all the activities within the scope. As stated in the solicitation materials, this may involve underground pipes/systems which a CBC would have to sub out to either a CGC or an underground utility contractor.

ACKNOWLEDGEMENT

Firm Name: Rowland (DE) LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: .

Date: 4/23/2026

Print Name: Tim Roach

Title: COO

Primary E-mail Address: Troach@acus-us.com

Secondary E-mail Address: nleal@acus-us.com

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Storm Drain System Cleaning and Related Services 04/21/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM CHANGES THE BID DUE DATE FROM 04/23/2026 TO 04/29/2026.

QUESTIONS/RESPONSES

Q26. How would you propose bidders give an accurate price for these particular pay items in Group F?

R26. Contractors who are unable to perform a service identified in the scope of work shall enter a price of $0 to clearly indicate that the service is not provided.

ACKNOWLEDGEMENT

Firm Name: Rowland (DE) LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: .

Date: 4/27/2026

Print Name: Tim Roach

Title: COO

Primary E-mail Address: Troach@acus-us.com

Secondary E-mail Address: nleal@acus-us.com

STORM DRAIN SYSTEM SERVICES

1. SCOPE OF SERVICES

To establish a vendor pool to perform the cleaning, flushing, and video recording of storm water drainpipes, box culverts, and water quality units on an as needed basis and in conjunction with the County's needs. Contractors shall be required to temporarily plug and dewater individual storm drain segments for a variety of pipe sizes ranging from twelve (12) inches up to seventy-two (72) inches, inlet boxes, box culverts, and water quality units**.** Details for each project will be provided on a Project Order Form issued by the County. All work projects shall be performed in accordance with industry standards and the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction,", FDEP Stormwater Regulations, Florida Stormwater, Erosion, and Sediment Control Inspector Manual, MUTCD for traffic control.

The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. Orders may be funded in whole or in part with federal funds and is subject to federal requirements including, but not limited to those set forth in 2 C.F.R. Part 200, Appendix II. Work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Be licensed and fully competent in all aspects of storm drain system cleaning and related services in a safe manner and on an as needed basis.

2.1.1. Employ only skilled, qualified workers.

2.2. Compliance with Department of Environmental Protection (DEP) guidelines shall be required.

2.3. Appropriate licensing may include underground contractor license.

2.4. Designate a project manager that shall speak English and have available communication devices with internet access to ensure proper communication and documentation during operations.

2.5. Provide all-inclusive quotes to provide 100% turnkey projects to include but not limited to all required labor, material, equipment, inspections, travel time, and a clean project work site.

2.6. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.

2.7. Be responsible for inspections, penalties, fees, fines, or damages caused as the result of completing projects.

2.8. Be responsible for supplying the water needed as part of their operations. The County does not have a water supply. The Contractor will be required to contact the applicable municipality to obtain water and water meters.

2.9. Furnish all tools and equipment (water, water meters, vac truck, etc.) to complete projects timely.

2.10. Clean the storm drainpipe, inlet box, box culvert, or water quality unit so that the drainage capacity is one hundred percent (100%) of the existing capacity. Cleaning shall be done in a manner so as not to damage the storm drainpipe, inlet boxes, box culvert, water quality unit, or the surrounding area.

2.11. Be responsible for proper disposal of all debris removed and ensure that the disposal complies with all Federal, State and Local laws and regulations and provide documentation of the disposal from an approved facility with each project invoice. (F.S. 403.7071, F.S. 403.7071)

2.12. Provide the County with a schedule of completion, with the work commencing within fourteen (14) days of receipt of the Project Order Form.

2.13. Consult with the County within twenty-four (24) hours prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc.

2.14. Ensure all equipment used on County property is in good, safe working order, and properly maintained to protect the operator and the public. All equipment used by the contractor is subject to inspection by the County.

2.15. Ensure all moving vehicles are equipped at a minimum with properly operating amber flashing or white strobe lights. All safety devices installed by the manufacturer shall be in place and in proper working order at all times.

3. COUNTY RESPONSIBILITIES

County will:

3.1. Reserve the right to award to one or more vendors.

3.2. Reserve the right to add or remove services in conjunction with the County's needs.

3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.4. Provide a detailed Project Order Form for each project.

3.5. Locate and designate all manhole access points for the work, provide right of entry to these points.

3.6. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. TECHNICAL REQUIREMENTS

4.1. PLUGGING AND DEWATERING

4.1.1. Dewatering plans require county approval prior to work start. The costs will be based on a daily unit price for each pipe size as shown on the bid sheet.

4.1.2. When plug installation is required to complete the work the costs shall be based on the size of the pipe and shall be invoiced at the unit price as shown on the bid sheet. The submitted price shall include both the installation and removal of the plug.

4.1.3. Temporary plugs used to block the storm pipes for dewatering purposes shall be removed prior to rainfall events or at the determination of the County at no additional cost. The Contractor shall be held accountable for any and all damages due to flooding caused by blocking of the storm drainpipe system if not removed in a timely manner.

4.1.4. When pumping and bypassing is required, the Contractor shall supply all equipment, labor, and supervision. The bypass system must be sufficient to handle expected storm flow plus any additional flow that may occur during a rainstorm.

4.1.5. If pumping is required on a twenty-four (24) hour basis, pumps should be equipped in a manner to keep noise to a minimum.

4.2. WATER JET CLEANING

4.2.1. Cleaning of the pipe, inlet box, box culvert, or water quality unit, shall be completed with the use of high-velocity jet (hydro-cleaning) equipment.

4.2.2. The equipment shall have a minimum capacity of fifty (50) gallons per minute and a working pressure of two thousand (2,000) pounds per square inch.

4.2.3. The nozzles shall be capable of producing a scouring action from fifteen degrees (15°) to forty-five degrees (45°) in all size lines designated to be cleaned.

4.2.4. All high-velocity cleaning equipment shall be constructed for ease and safety of operation.

4.2.5. There shall also be available a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from fine spray to a solid stream.

4.3. ROOT TREATMENTS

4.3.1. Roots shall be removed from the designated sections where root intrusion is a problem. Special attention should be used during the cleaning operation to ensure complete removal of roots from the joints.

4.3.2. Any roots which could prevent the proper application of chemical sealants shall be removed.

4.3.3. Procedures may include the use of mechanical equipment such as, but not limited to, rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

4.3.4. If it is found that the process of removing the roots from the pipes is causing damage to the pipe, the operation shall be stopped, and the County shall be notified before further work commences.

4.4. CHEMICAL ROOT TREATMENT APPLICATIONS

4.4.1. Chemical root treatment may be used by the Contractor at the option of the County, with prior written approval for the type of herbicide and application procedure.

4.4.2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.

4.4.3. Chemicals shall include but are not limited to herbicides and shall be applied in accordance with the manufacturer's instructions and applied to ensure public health and safety.

4.4.4. Contractor shall adhere to the State Board of Health and other local and federal regulations and is responsible for any damage caused by its spraying or broadcasting.

4.4.5. The application of herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications and it shall be applied in such a manner to prevent damage to surrounding vegetation, which could also include vegetation that may exist in a surrounding body of water.

4.4.6. Any damaged vegetation designated by the County shall be replaced by the Contractor at no additional cost.

4.4.7. All Safety Data Sheets (SDS) for all chemicals used, including fuel used in any equipment, shall be supplied to the County.

4.5. COLOR VIDEO INSPECTIONS

4.5.1. Equipment required to perform video recording shall have a lens capable of rotating three hundred and sixty degrees (360°), capable of operation in 100% humidity while producing clear, color video recordings to the County's satisfaction. If the video quality is deemed unsatisfactory, no payment will be made for that portion of work.

4.5.2. Video operations shall commence after the cleaning, and all water flow must be stopped during the video process so the entire pipe including the bottom portion will show in the recording.

4.5.3. Contractor shall furnish to the County a copy of all video inspections of the storm drains at rates of no greater than thirty (30) feet per minute, unless otherwise designated.

4.5.4. The color video shall include a narrative stating the location and an explanation of deficiencies such as cracks, leaks, failed patches, intrusions, subsidence, stains and any other anomalies observed.

4.5.5. The quality of the video shall be such that all deficiencies are clear and visible.

4.5.6. If the camera will not pass through the entire drainpipe segment, an attempt from the opposite end is required. If the camera fails to pass through the entire manhole

section or drainpipe segment a second time, the task shall be considered complete, and no additional viewing will be required.

4.5.7. Contractor shall invoice the County at the per linear foot unit rate for the footage that was captured and detailed in the CCTV report.

4.6. **WATER QUALITY UNITS**

4.6.1. It shall be the responsibility of the Contractor to ensure that all units are properly cleaned as per the manufacturer's specifications.

4.6.2. County will issue an annual inspection request for all units and cleaning will be requested based on the details of each inspection report.

4.6.3. Contractor shall have the ability and experience to assess the operational condition, structural integrity, and maintenance needs of each unit to ensure effective treatment of stormwater runoff.

4.6.4. It is the responsibility of the Contractor to ensure that the debris, including oils or other chemicals, removed from the unit are properly disposed of as required.

4.6.5. There are currently thirty-one (31) water quality units in Lake County. A listing of the location and type of water quality units can be found as an attachment to this solicitation.

4.7. **BOX CULVERTS**

4.7.1. Contractor shall be responsible for ensuring that all structures are properly cleaned at the discretion of the County.

4.7.2. County will issue an annual inspection request for all structures and cleanings will be requested based on the details of each inspection report.

4.7.3. County anticipates cleaning each structure biannually or once every two years. The quantity of services may increase or decrease depending on the amount of debris that has accumulated within the structure.

4.7.4. It is the responsibility of the Contractor to ensure that the debris removed from the culvert is property disposed of as required.

4.7.5. There are nineteen (19) structure locations in Lake County. The Contractor shall invoice the County per cubic yard of spoils removed. A listing of the locations can be found as an attachment to this solicitation.

5. EMERGENCY RESPONSE

5.1. When emergency response is requested, the County will specify on the project order form.

5.2. Contractor shall mobilize and respond to emergency service requests within 24 hours of notification. All work shall be completed and the affected pipe(s) fully restored to operational condition within 48 hours of the initial service request, unless otherwise approved in writing by the County.

5.3. Services shall include, but are not limited to securing water access, debris and blockage removal, cleaning, and ensuring proper flow restoration. Contractor shall furnish all labor, equipment, materials, and incidentals necessary to perform the services in a safe and timely manner.

6. DOCUMENTS AND REPORTS

6.1. Contractor shall provide the County with a detailed summary report of all work completed for each Project Order. Each report shall include the following:

6.1.1. The culvert size, length of the segment, sump depth within the inlet box, storm drainpipe inverts at each end, and type of storm drain.

6.1.2. An outline including the type and severity of each observed defect.

6.1.3. Field report copies to further assist the County in understanding and using the results of the project viewed.

6.1.4. An aerial map depicting the location of the storm drainpipe or inlet box, box culvert, or water quality unit shown. Any deficiency detected from the video or observed during the cleaning process shall be indicated on the map with the footage of where the deficiency occurs.

6.1.5. Video, if requested, of the pipe.

6.1.6. GPS coordinates both ends of the pipe or box culvert.

6.2. This report shall be submitted to the County within ten (10) calendar days of completion of all field activities and within the stated time of completion for each project.

7. BASIS OF PAYMENT

7.1. Contractor shall be compensated at the unit price, as specified in the Contractor's bid proposal, multiplied by the actual units completed and accepted by the County, less any damages assessed.

7.2. Pricing submitted shall include all: labor, equipment, materials, fuel, maintenance of traffic, mobilization, debris removal and disposal, and all incidentals necessary to complete all work as specified.

7.3. Each Project Order Form issued to the Contractor will have estimated quantities. If for any reason the estimated quantities are significantly different than the actual quantity, the Contractor shall notify the County of the discrepancy prior to the commencement of work.

7.4. Contractor shall provide to the County all field reports, video inspections, and debris removal tickets with or prior to submitting an invoice for payment.

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

1. INSURANCE COVERAGE

1.1. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract.

1.2. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial 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

1.3.2. Automobile Liability Insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

1.3.3. 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.). Employers Liability with the following minimum limits and coverage:

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

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

2.1. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. 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

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

3.1. A waiver of subrogation in favor of the COUNTY.

3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.

3.3. Inclusion of a Cross Liability or Severability of Interests provision.

3.4. No requirement for the COUNTY to pay any premiums or assessments.

4. **POLICY ENDORSEMENTS**

4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.

4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

5. RENEWAL AND CONTINUOUS COVERAGE

5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.

5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.

5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE

6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.

6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.

6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

7. ADDITIONAL DOCUMENTATION REQUIREMENTS

7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.

7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.

7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.

7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

[End of Exhibit B.]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the Lake County Water Authority (LCWA), policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the LCWA, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the LCWA prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the LCWA's Project Manager and County Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

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

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

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

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

B. LCWA and its Board, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

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

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

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

F. Certificate holders must be:

LAKE COUNTY WATER AUTHORITY
27351 FL SR-19
TAVARES, FL 32778

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

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

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

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

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

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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 proposal 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

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. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

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. 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 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. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.

E. 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 can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written County procedure.

~~H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on Section 2-222 Local Vendor Preference.~~

I. 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.

J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

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.

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 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 Awarded Vendor (Contractor) 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. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor 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.

DISADVANTAGED BUSINESSES

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

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and 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 Contractor 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 Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor 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 Contractor 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 Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

applicants for employment. The Contractor 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 Contractor in writing of such extensions. 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 complies 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 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 Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided 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 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 Contractor 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 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 is in compliance with the terms in the contract.

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 Contractor 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.

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 if 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 Contractor 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 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 Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

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 such work 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. 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 Contractor 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 Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

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 $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.

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.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

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) calendar 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 entity with such Contractor 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 the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. 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 the contract.

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 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 contract:

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

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 the 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, the 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 the 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

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.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

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

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 the contract, 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.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

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.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

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

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, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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EXHIBIT C – LAKE COUNTY WATER AUTHORITY GENERAL TERMS AND CONDITIONS

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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.

Department: State of Florida Department of Transportation

Lake County: Lake County Board of County Commissioners

LCWA: Lake County Water Authority, a dependent special taxing district of Lake County, 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 LCWA 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. Compliance with Section 288.0071, Florida Statutes, Economic Incentives to Foreign Entities of Concern.
   9. Nondiscrimination.
   10. Family Leave.
   11. 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 LCWA, or the compensation to be paid.

E. Restricted Discussions: From the date of solicitation issuance until final LCWA action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the LCWA or Lake 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 proposal 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

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 LCWA 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.

J. Improper Payment Requests and Invoice Disputes: Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

PREPARATION OF PROPOSALS

A. Any Vendor assisting in the development of a scope of work or services will not be allowed to participate in any solicitation.

B. 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.

C. 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.

D. An authorized agent of the Vendor's firm must sign the Proposal. The LCWA may reject any Proposal not signed by an authorized agent.

E. 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."

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The LCWA reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.

G. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

H. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. 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 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 LCWA EMPLOYEES

Any LCWA employee or immediate family member seeking to contract with the LCWA shall seek a conflict of interest opinion from the LCWA Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the LCWA 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 LCWA to make an award nor will the LCWA 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 LCWA with price, technical, and other applicable factors considered. The LCWA 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 LCWA will be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the LCWA 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 LCWA. 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 LCWA.

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 LCWA's best interest to do so.

D. The LCWA reserves the right to reject offers containing terms or conditions contradictory to the LCWA's.

E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the LCWA. The LCWA may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.

F. The Vendor's performance as a Contractor or subcontractor on previous LCWA contracts will be considered in evaluating the responsibility of the Vendor.

G. Any tie situations will be resolved in consonance with current written LCWA procedure.

H. 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.

I. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the Lake County Protest Procedures.

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.

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 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 Awarded Vendor (Contractor) 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 LCWA regarding competency and security concerns. No change in subcontractors may be made without the consent of the LCWA after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. LCWA may require the Contractor 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 LCWA. Subcontracting without the prior consent of the LCWA may result in termination of the Contract for default.

DISADVANTAGED BUSINESSES

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

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and 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 Contractor and the LCWA user department will be referred to Procurement Services.

GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

Any contract will be made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action shall lie in Lake County, Florida. THE CONTRACTOR, KNOWINGLY AND VOLUNTARILY, HEREBY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor 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 Contractor 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 Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

CONTRACT EXTENSION

The LCWA has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the LCWA will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the LCWA 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 complies with all applicable LCWA 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 LCWA. The Contractor shall notify the LCWA thirty (30) days prior to the effective date of the assignment and complete all necessary paperwork. This provision includes any acquisition or hostile takeover of the Contractor. Failure to submit a timely notification of an assignment to the LCWA may result in a material breach of the contract and termination by the LCWA or assessment of a processing fee.

NON-EXCLUSIVITY

It is the intent of the LCWA to enter into an agreement that will satisfy its needs as described within a solicitation. However, the LCWA 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 LCWA 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 LCWA 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 LCWA for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the LCWA 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 LCWA. 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 LCWA'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 LCWA 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 satisfaction of the LCWA 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 LCWA 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 LCWA may terminate the contract for default.

LCWA IS TAX-EXEMPT

When purchasing on a direct basis, the LCWA is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8012646344C-7). Except for items specifically identified by the Contractor and accepted by the LCWA for direct LCWA purchase under the Sales Tax Recovery Program, Contractors doing business with the LCWA are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LCWA, nor will any Contractor be authorized to use any of the LCWA's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED**.** The LCWA 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 LCWA and is in compliance with the terms in the contract.

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 LCWA 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 LCWA under this clause. The LCWA 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 LCWA on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the LCWA in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the LCWA 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 LCWA is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the LCWA be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the LCWA has listed all major items within a solicitation, there may be ancillary or similar items purchased by the LCWA during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The LCWA may request price quotes from all Contractors under Contract if there are multiple Contracts. The LCWA 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 LCWA department or facility may be added or deleted to the Contract at the option of the LCWA. The location change will be addressed by formal Contract modification. The LCWA may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the LCWA's discretion. It is hereby agreed and understood that the LCWA 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 LCWA personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

SAFETY DATA SHEETS (SDS)

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

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on LCWA 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 Contractor 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 LCWA has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the LCWA which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the LCWA 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 LCWA 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 LCWA Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work 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. The LCWA may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the LCWA during the offer evaluation period. The Contractor 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 LCWA or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

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 $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 LCWA 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 LCWA 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 LCWA. 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 LCWA 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 LCWA. The Contractor shall provide employees capable of performing the work as required. The LCWA may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

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.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the *Bureau of Labor Statistics site here*. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the LCWA may grant an increase matching the minimum wage increase.

INDEMNIFICATION REQUIREMENTS

General Solicitations:

To the extent permitted by law, the Contractor shall indemnify and hold harmless the LCWA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the LCWA 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 LCWA, 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 LCWA or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

FDOT Funded Solicitations:

To the extent provided by law, Contractor shall indemnify, defend, and hold harmless LCWA and the State of Florida, Department of Transportation (Department), including the Department 'sofficers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor. The foregoing indemnification shall not constitute a waiver of LCWA or Department's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify LCWA for the negligent acts or omissions of LCWA, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify Department for the negligent acts or omissions of Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

CCNA Solicitations:

The Consultant will indemnify and hold harmless LCWA, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its personnel, employees, and other person utilized by Contractor in the performance of this agreement, including defects in design, or errors or omissions that result in material cost increases to LCWA, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgments in connection therewith and the payment of all related fees and costs. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be

deemed to affect the rights, privileges, and immunities of LCWA as set forth in Section 768.28, Florida Statutes.

TERMINATION FOR CONVENIENCE

The LCWA, 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 costsunder the Contract. The LCWA will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The LCWA 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 LCWA 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 LCWA further reserves the right to suspend or debar the Contractor in accordance with the LCWA's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the LCWA's intent to terminate and the Contractor will be given ten (10) calendar days to cure the breach. In the event of termination for default, the LCWA 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 LCWA as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

The LCWA reserves the right to require the Contractor to submit to an audit, by any auditor of the LCWA's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the LCWA for three (3) complete calendar years following expiration of the contract or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: GS1-SL for State and Local Government Agencies (floridados.gov), whichever is longer. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the LCWA 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 LCWA. 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 LCWA 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 LCWA's audit must

be reimbursed to the LCWA 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 LCWA'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 the contract.

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 LCWA 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 RECORDS LAW

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY 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 the 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, the 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 the Contract.

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 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 LCWA.

D. Upon completion or termination of the Contract, transfer, at no cost, to the LCWA all public records in the 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 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 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.

Requests to inspect or copy public records relating to the LCWA's Contract for services must be made

directly to the LCWA. If Contractor receives any such request, Contractor shall instruct the requestor to contact the LCWA. If the LCWA does not possess the records requested, the LCWA shall immediately notify the Contractor of such request, and the Contractor must provide the records to the LCWA 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 LCWA 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 LCWA. Contractor shall indemnify, defend, and hold the LCWA 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 LCWA to seek 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 LCWA nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the LCWA's use which may include publishing in LCWA documents and distribution as the LCWA deems to be in its best interests. If anything included in any deliverable limits the rights of the LCWA to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The LCWA owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display LCWA's Intellectual Property. The LCWA has the right to redact the LCWA Logo displayed on any submission.

SOVEREIGN IMMUNITY

LCWA expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of LCWA beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against LCWA, 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 LCWA or another source, while providing services to the LCWA under the contract, 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.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

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 LCWA 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 LCWA. 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 LCWA.

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 LCWA for goods or services may be terminated at the option of the LCWA 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 LCWA for goods or services of $1 million or more may be terminated at the option of the LCWA 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.

FOREIGN GIFTS AND CONTRACTS

Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the LCWA any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The LCWA may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the LCWA making such request, or at a later time as agreed to by the Parties.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
B. Procuring commercial sex acts during the period of performance of the contract;
C. Using forced labor in the performance of the contract;
D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
E. Using misleading or fraudulent practices during the recruitment of employees;
F. Charging employees or potential employees recruitment fees;
G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

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 LCWA, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 416, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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Exhibit D

FEMA RELATED CONTRACT CLAUSES

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The work under this Agreement may be funded in whole or in part by funds provided by a federal grant, including funding from Federal Emergency Management Agency (FEMA). Contractor agrees to comply with any additional specific requirements of a Federal Awarding Agency, such as FEMA, at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 CFR, Part 200 ("Uniform Guidance"). During the performance of this contract, the Contractor agrees to comply to the terms below, as may be updated from time to time by the Federal Awarding Agency.

A. FEDERAL PARTICIPATION

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE

(FEMA Funded contracts and subcontracts for construction work over $2,000.00 for construction funded under FEMA's Emergency Management Performance Grant (EMPG), Homeland Security Grant Program (HSGP), Non-Profit Security Grant Program (NSGP), Tribal Homeland Security Grant Program (THSGP), Port Security Grant Program (PSGP), Transit Security Grant Program (TSGP), Intercity Passenger Rail – Amtrack Program (IPR), and Rehabilitation of High Hazard Potential Dam (HHPD) programs).

(1) **Davis-Bacon Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the requirements of 40 U.S.C. 3141–3144, and 3146–3148, as supplemented by Department of Labor regulations (29 CFR Part 5, **"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"**). If applicable, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided for in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In the event work under this Agreement is covered by Davis-Bacon, Contractor agrees to enter into an amendment including the provisions of 29 CFR 5.5(a)(1)-(11) in full before covered work begins. Further, Contractor agrees to incorporate the provisions of 29 CFR 5.5(a)(1)-(11) in full into any subcontracts entered for the futherance of the work.

(2) **Copeland "Anti-Kickback" Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor and the County must report all suspected or reported violations to the Federal awarding agency.

C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(Federally funded contracts and subcontracts over $100,000 utilizing mechanics or laborers; the terms "laborers and mechanics includes watchpersons and guards.")

(1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (I) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $33.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (l) of this section.

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

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

b. ***Priority to withheld funds.*** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its reprocurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

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

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

(6) **CWHSSA Records Retention.** In the event that a contract is subject only to CWHSSA and not Davis-Bacon, Contractor and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Contractor meets the definition of "funding agreement" then the provisions of 37 CFR 401 and FEMA's implementing regulations shall apply to this Agreement.

E. CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

F. FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

Applicable to federally assisted contracts and subcontracts greater than $25,000.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more, including subcontracts entered into for $100,000 or more, shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(To be submitted with each bid or offer exceeding $100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at alt tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Rowland (DE) LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tim Roach, COO

Name and Title of Contractor's Authorized Official

7/13/26

Date

J. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, Comprehensive Procurement Guideline (CPG) Program | US EPA. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contactor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

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

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

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

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

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

(3) Exceptions.

a. This clause does not prohibit contractors from providing:

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

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

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

i. Covered telecommunications equipment or services that:

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

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

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

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:

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

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

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

L. DOMESTIC PREFERENCES FOR PROCUREMENTS

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

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

M. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see Programs and Definitions: Build America, Buy America Act | FEMA.gov (https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject).

(1) **Architectural and/or Engineering Contracts.** Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

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

(3) For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor;

contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

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

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

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

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

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

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

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

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

The Contractor, Rowland (DE) LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tim Ronert, COO

Name and Title of Contractor's Authorized Official

7/13/26

Date

N. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

(4) "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

O. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

The Contractor shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Contractor will comply will all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

The following provision applies for contracts where contractor or subcontractor produces copyrightable subject matter for the County under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

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

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

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

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Date :

Subject: Project Order Form

Contract No. , Storm Drain System Cleaning and Related Services
Purchase Order No.

Dear:

Please find below a request for services under the Storm Drain System Cleaning and Related Services, Contract No. . A description of the requested services and project specific information is listed below.

Any questions or discrepancies regarding the pipe size, length or amount of blockage must be addressed and agreed upon between the Contractor and the Project Manager prior to performing any work. Any work performed without agreement by all parties shall be paid in accordance with the terms and conditions of the Contract. Invoices should be sent to PO Box 7800, Attn: Road Operations, Tavares, FL 32778 Pursuant to the Contract, all work shall begin within fourteen (14) calendar days from receipt of this notice. Please make sure to contact our office regarding the scheduling of this work.

PIPE LOCATION:

Site Address: _____

Segment Number: _____

Section: _____ **Township:** _____ **Range:** _____ **City:** _____

PIPE SPECIFICATIONS:

Diameter: _____ **Length:** _____ **Number of Manholes/Inlets:** _____

Dewater: Y/N

WORK DESCRIPTION:

_____

_____

Work Completed and OK to PAY: _____	Invoice No. _____
Inspected by	**Date**

Stormwater Water Quality Unit Inspection Sheet

Location:	
Unit #	
Unit Type:	
Date of Inspection:	
Company Name:	
Inspector Name:	

Inspection Item	Observed (Yes/No)	Comments/Notes
Recommended Cleaning	Y / N	
Cracks or Damage to the Structure	Y / N	
Leak or Infiltration	Y / N	
Sediment or Debris Accumulation	Y / N	
Vegetation or Obstructions	Y / N	
Odor or Contamination Signs	Y / N	
Structural Integrity (manholes, grates, walls)	Y / N	
Water Flow Issues (stagnant, slow flow)	Y / N	

Photographs Taken: Y / N

Follow-up Actions Required: _____

_____

Additional Notes: _____

Inspector Signature:

Stormwater - Water Quality Units

Road #	Unit #	Location	City	Type,Make,Model	Provider	Plans	GPS Coordinates
North Area							
9788M	1	24636 Bonnet Rd	Astor	Advanced Drainage Systems Mod. # 4220WQAXX	Contech	Yes	29°10'24"N 81°32'00"W
9788H	2	56407 Acorn Rd	Astor	CDS Unit, PMSU 40-30, 4.5 CFS	Contech	Yes	29°10'35"N 81°32'04"W
6959A	3	**Eustis Park Sub -** Florida Av	Dona Vista	Advanced Drainage systems Mod. # 3620WQAXX	Contech	Yes	28°53'43"N 81°41'28"W
5569	4	Portland St at Maine Av	Eustis	Two (2) 24"x24" Drop Boxes with French Drains - one12" X 88',two 8" 22' each	Lake County	No	28°51'07"N 81°39'46"W
5568	5	65 Ohio Bv	Eustis	Two (2) Drop Boxes with 30' ft. cross pipe,French Drain - 15" X 150'	Lake county	No	28°51'05"N 81°39'49"W
5069	6	2850 East Crooked Lake Dr	Eustis	CDS 2020-5	Contech	Yes	28°49'38"N 81°39'26"W
4583	7	Wolf Branch Rd	Mt. Dora	CDS Unit, PMSU 40-30, 4.5 CFS	Contech	Yes	28°48'54"N 81°36'57"W
5175	31	33901 E Lake Joanna Dr.	Mount Dora	Suntree 12'x 8' Baffle Box with Bold & Gold.	Suntree	Yes	28°50'29"N 81°38'10"W
Central Area							
N/A	8	**Harbor Oaks MHP** - Harbor Oaks Dr at Sunrise Tl	Fruitland Park	140' of 29" x 45" French Drain	N/A	Yes	28°51'12"N 81°53'10"W
N/A	9	**Harbor Oaks MHP** - Harbor Oaks Dr at Riverview Dr	Fruitland Park	76' of 14" x 23" French Drain	N/A	Yes	28°51'14"N 81°53'07"W
N/A	10	**Lakeside Village Sub -** Dean St - North	Leesburg	Baffle Box 9'X9'	N/A	Yes	28°49'40"N 81°50'12"W
N/A	11	**Lakeside Village Sub -** Dean St - South	Leesburg	Baffle Box 9'X9'	N/A	Yes	28°49'37"N 81°50'10"W
N/A	12	**Lakeside Village Sub -** Lakeside Dr	Leesburg	114 feet of 24" x 38" French drain	N/A	Yes	28°49'43"N 81°50'12"W
3511D	13	2930 Porto Bello Av at La Salida Wy	Leesburg	CDS Unit, PMSU 40-30, 4.5 CFS	Contech	Yes	28°46'40"N 81°52'54"W
4537-01	14	31746 Harris Rd	Leesburg	CDS Unit, 2020-5-C	Contech	Yes	28°48'42"N 81°46'16"W
4025	15	Gibson Terrace	Leesburg	244 ' of 18" French Drain	N/A	No	28°47'51"N 81°49'26"W
N/A	16	**Brittany Estates Sub** - Sunset Dr	Leesburg	224' x 36" French Drain - Suntree Baffle Box	N/A	Yes	28°49'19"N 81°50'34"W
3259	17	28049 Lois Dr	Tavares	Advanced Drainage Systems Mod. # 4820WQAXX	Contech	Yes	28°45'18"N 81°41'24"W
4441D	18	**Imperial Terrace Sub** - New Indiana Av / Hickory Ln	Tavares	French Drain 27' - 19" X 30"	N\A	Yes	28°48'35"N 81°45'29"W
3224A	19	Live Oak Av at Lakeshore Dr.	Yalaha	CDS Unit, PMSU 40-30, 4.5 CFS	Contech	Yes	28°44'48"N 81°49'32"W
3126	20	East Orange Av at Lakeshore Dr	Yalaha	Vortechs model 16000	Contech	Yes	28°44'51"N 81°48'13"W
3124A	21	Magnolia Ln	Yalaha	Bioclean 8'x12' Baffle Box with Bold&Gold	Forterra	Yes	28°44'44"N 81°49'30"W
N/A	22	**Sun Eden Sub** - Sunset Dr	Yalaha	Suntree 12' x 6' Baffle Box with Bold and Gold - Model # NSBB+UFF-8-14-120	Suntree	Yes	28°44'38"N 81°49'16"W
South Area							
0736	23	10805 Beverly Ct	Clermont	CDS Unit, PMSU 40-30, 4.5 CFS	Contech	Yes	28°29'13"N 81°46'35"W
1038	24	Bronson Rd at Mareilles Bv	Clermont	2 @ 269' French Drain 1 Slot Drain @ 84'	N\A	Yes	28°30'57"N 81°46'20"W
0935E	25	Lake Katherine Cr	Clermont	French Drain	N\A	Yes	28°30'43"N 81°46'43"W
1040-72	26	Anderson Hill Rd at Lakeshore Dr	Clermont	Two (2) French Drains @ 152' - 14"x23" and French Drain @ 118' - 14' x 23"	N/A	Yes	28°31'42"N 81°44'35"W
1040-74	27	Lakeshore Dr at Sunset Ave	Clermont	Two (2) French Drains @ 148' - 19"x30" and Trench Drain 37' x 24"	N/A	Yes	28°32'03"N 81°44'36"W
2119	28	**Lk Emma Estates** - 6312 Lake Emma Rd	Groveland	Suntree 12'x6' Baffle Box	Suntree	Yes	28°37'06"N 81°50'59"W
2117	29	**Lk Emma Estates** - 5806 Lake Emma Ct - West	Groveland	Suntree 12'x6' Baffle Box with Bold&Gold	Suntree	Yes	28°37'03"N 81°51'30"W
2117	30	**Lk Emma Estates** - Lake Emma Ct - East	Groveland	Suntree 12'x6' Baffle Box with Bold&Gold	Suntree	Yes	28°37'02"N 81°51'18"W

STORMWATER BOX CULVERT INSPECTION FORM

Location:	
Unit #	
Unit Type:	
Date of Inspection:	
Company Name:	
Inspector Name:	

VISUAL INSPECTION

A. Structural Condition (check all that apply):

Cracks ☐

Spalling ☐

Joint Separation ☐

Corrosion / Rust ☐

Settlement / Misalignment ☐

Other: _____

B. Hydraulic Condition:

Blocked / Partial Flow ☐

Free Flow ☐

Standing Water ☐

Debris Present (type/amount): ☐

SEDIMENT & DEBRIS ASSESSMENT

Section	Estimated Sediment Depth (ft)	Estimated Volume (cubic yards)	Debris Type	Notes
Inlet				
Middle				
Outlet				
Total Estimated Sediment Volume (cubic yards)				

Instructions:

Estimate sediment depth at multiple points (inlet, middle, outlet).

Calculate approximate sediment volume using cross-sectional area × length.

Note any debris obstructing flow.

MAINTENANCE RECOMMENDATIONS

Sediment Removal Needed	☐		
Debris Removal Needed	☐		
Structural Repair Needed	☐		
Hydraulic Improvement Needed	☐		
Follow-up Inspection Required:	☐ 6 months	☐ 12 months	☐ Other:

Additional Comments / Observations:

Inspector Signature: _____

Date: _____

Box Culverts

Road:	Unit #	Cell Dimensions:	# of Cells	Location:	GPS Coordinates
Central Area					
Duda Rd (3168)	5	7' wide x 3' high x 52' long	1	Approximately 150’ East of CR 448A	28°43'54.1"N 81°40'03.9"W
CR 48 (3056)	6	8' wide x 6' high x 44' long	1	0.3 miles East of Ranch Rd (2854)	28°42'45.1"N 81°42'38.2"W
CR 452 (6743)	7	9' wide x 10' high x 51' long	1	0.36 miles North of Lake Yale Baptist Assembly Rd (private road)	28°55'16.4"N 81°46'26.6"W
South Area					
Arrowtree Blvd (2436)	9	12' wide x 10' high x 40' long	1	0.55 miles South of Canoe Pass St (2435)	28°38'54.0"N 81°46'54.1"W
Arrowtree Blvd (2436)	10	12' wide x 10' high x 40' long	1	Approx. 200’ North of Howey Cross Rd (2441)	28°38'45.0"N 81°46'27.6"W
Arrowtree Blvd (2436)	11	12' wide x 10' high x 40' long	1	0.39 miles South of Howey Cross Rd (2441)	28°38'25.2"N 81°46'32.5"W
Marsh View Ct (2436C)	8	12' wide x 10' high x 40' long	1	0.15 miles East of Arrowtree Bv (2436)	28°39'22.2"N 81°46'41.5"W
Pine Island Rd (0926)	12	8' wide x 3' high x 40' long	2	0.33 miles West of Vista Pines Loop (0833)	28°30'00.2"N 81°47'39.5"W
CR 474 (0141) 1 of 7	13	9' wide x 3' high x 42' long	1	0.39 miles West of Hilochee Ridge Rd (private)	28°22'11.6"N 81°42'57.7"W
CR 474 (0141) 2 of 7	14	10' wide x 4' high x 52' long	1	0.49 miles West of Hilochee Ridge Rd (private)	28°22'11.5"N 81°43'03.4"W
CR 474 (0141) 3 of 7	15	6' wide x 3' high x 49' long	2	1.18 miles West of Hilochee Ridge Rd (private)	28°22'14.0"N 81°43'44.4"W
CR 474 (0141) 4 of 7	16	9' wide x 3' high x 48' long	1	0.57 miles West of Green Swamp Rd (0439)	28°22'24.0"N 81°44'50.5"W
CR 474 (0141) 5 of 7	17	10' wide x 3' high x 49' long	1	1.35 miles West of Green Swamp Rd (0439)	28°22'31.6"N 81°45'35.5"W
CR 474 (0141) 6 of 7	18	9' wide x 3' high x 42' long	1	2.65 miles West of Green Swamp Rd (0439)	28°22'34.3"N 81°46'52.6"W
CR 474 (1041) 7 of 7	19	9' wide x 3' high x 42' ft long	1	0.32 miles East of Bruno Rd (NCM)	28°22'34.7"N 81°48'33.2"W

Box Culverts

Road:	Unit #	Cell Dimensions:	# of Cells	Location:	GPS Coordinates
North Area					
Old 441 (0500A)	2	26" wide x 26" high x 38' ft long	1	0.13 miles West of Bay Rd (4260) (This is the outfall for Lake Saunders)	28°48'12.9"N 81°41'22.1"W
Wolfbranch Rd (4583)	1	8' wide x 8' high x 60' long	2	0.09 miles East of Robert D Rd (4581)	28°48'54.7"N 81°36'56.5"W
CR 439 (7483)	3	5’ wide x 5’ high x 44’ long	1	0.16 miles South of Live Oak Ranch Rd (private)	28°55'36.4"N 81°35'36.5"W
Maggie Jones Rd (8190)	4	9’ wide x 9’ high x 59’ long	2	0.86 miles from the end of pavement	28°56'56.7"N 81°30'40.7"W

Florida Department of
Memorandum **Environmental Protection**

TO: Directors of District Management
District Waste Program Administrators
Other Interested Parties

FROM: Mike Sole, Director
Division of Waste Management

DATE: May 18, 2004

SUBJECT: Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments

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Attached is a document titled "Guidance For The Management Of Street Sweepings, Catch Basin Sediments and Stormwater System Sediments." The purpose of this document is to provide guidance to the regulated community and Department staff on the disposal and beneficial use of street sweepings, catch basin sediments and stormwater system sediments. While this document is not a rule and does not create any standards or criteria that must be followed by the regulated community, the Department hopes it will clarify and standardize the approaches that are followed in Florida for the disposal or beneficial use of these materials.

This project began in 1998 and would not have been possible without the support of: (1) EPA and eleven other Florida organizations, including municipalities and counties, that contributed a total of $175,000 to this research; (2) Dr. Tim Townsend and his students from the University of Florida that obtained the samples and conducted the analyses which are the basis for this guidance; and (3) the thirteen Focus Group members that were willing to give of their valuable time and develop recommendations to the Department on the proper management of these materials. The Department is very grateful to all of the organizations and individuals who worked hard to develop this document. Without your support it would not have been possible.

I hope you will find this guidance useful. If you have any questions concerning this document, please feel free to contact Richard Tedder at 850/245-8735 or Lee Martin at 850/245-8734.

Attachment

cc: Bill Hinkley
Chris McGuire

GUIDANCE FOR THE MANAGEMENT OF STREET SWEEPINGS, CATCH BASIN SEDIMENTS AND STORMWATER SYSTEM SEDIMENTS

FINAL

May 3, 2004

Prepared by:

Department of Environmental Protection
Solid Waste Section
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

DISCLAIMER

The information contained in this document is intended for guidance only. It is not a rule and does not create any standards or criteria that must be followed by the regulated community. While the management and use of street sweepings, catch basin sediments and stormwater system sediments in accordance with this guidance is not expected to result in contamination of ground water or surface water or to pose a significant threat to human health, compliance with this document does not relieve the owner or operator from the responsibility for complying with the Department's rules nor from any liability for environmental damages caused by the use of these materials.

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1.0 BACKGROUND

Historically, street sweepings in Florida were disposed of at Class III landfills. These landfills are allowed to receive wastes that "are not expected to produce leachate which poses a threat to public health or the environment," Rule 62-701.200(14), Florida Administrative Code (F.A.C.). Prior to January 6, 1993, Chapter 62-701, F.A.C. allowed trash to be disposed of at Class III landfills and the term "trash" was defined to include street sweepings. Because of concerns that the term "trash" was too all-encompassing, the Department removed this term from the rule in 1993. As a result, street sweepings could no longer be disposed of in Class III landfills without approval by the Department, and had to go to permitted, lined landfills (i.e., usually Class I landfills). This position was stated in a Department memorandum dated April 28, 1998 (DEP, 1998).

Within a few years after this rule change, the Department began to find large piles of street sweepings stored by municipalities. In some cases this practice required local governments to obtain permits for solid waste management facilities. Several municipalities began expressing frustration to the Department over increased disposal costs of street sweepings at Class I landfills. Concerns were also expressed about the proper management of other wastes such as catch basin sediments and stormwater system sediments. The Department maintained that all of these materials were regulated as solid wastes (DEP, 1999). At a Contaminated Soils Forum meeting in 1998, the Department agreed to form a Focus Group to study these wastes (i.e., street sweepings, stormwater system sediments and catch basin sediments) and evaluate possible disposal and management options for them. The individuals that agreed to serve on this Focus Group are shown in APPENDIX A.

Three Focus Group planning meetings were held in 1999. Some research on stormwater system sediments and street sweepings had already been conducted and was considered by the Focus Group (Cox, 1998 and Brinkmann, 1999). It was decided that before appropriate disposal and management options could be proposed, a more comprehensive chemical characterization of these wastes would be required. Dr. Tim Townsend, University of Florida, was selected to conduct this research. The Department contributed $100,000 from EPA Section 319 Grant Funds to this research. Eleven other organizations, including municipalities and counties, contributed an additional $75,000 to this project. These contributors were:

- St. Lucie County Public Works
- Reedy Creek Improvement District
- City of Fort Myers
- Sarasota County Public Works
- City of Winter Park
- Palm Beach County Solid Waste Authority
- Brevard County Surface Water Management
- Seminole County Stormwater Division
- City of Orland
- City of Lake Worth
- Florida Association of Stormwater Utilities

Dr. Townsend began this research in September 2000. Approximately 300 separate samples of street sweepings, catch basin sediments and stormwater system sediments were collected over a period of 15 months from 20 different sampling

locations in Florida. These samples were analyzed for a number of chemical parameters including volatile and semi-volatile organic compounds, pesticides, herbicides, metals and leachable inorganic ions. Townsend presented results from both total analyses and analyses of leaching tests using the Synthetic Precipitation Leaching Procedure (SPLP), EPA Method 1312. In order to identify potential chemicals of concern, the individual total analysis results were compared with the Department's soil cleanup target levels and the leachability results were compared with the Department's ground water cleanup target levels. These cleanup target levels are found in Chapter 62-777, F.A.C., and were used as guidance in determining which constituents in the waste might pose human health risks. The final results of this research were presented on December 31, 2002 (Townsend, 2002).

During a meeting of the Focus Group on December 2, 2002, the Department was asked to calculate the 95% Upper Confidence Limits (UCLs) for the average concentrations of all the chemicals of concern identified in the Townsend study. It was believed that this information would help the Focus Group make recommendations on the proper disposal and beneficial use of the three waste streams.

A draft report evaluating the data was prepared by the Department and discussed by the Focus Group at a meeting on October 28, 2003. A final version of this report was prepared on November 10, 2003 (DEP, 2003). A summary of the results of the Department's data evaluation report is presented in TABLE 1. At the October 28th meeting, the Focus Group made recommendations on the disposal and beneficial use of the three waste streams and asked the Department to prepare a guidance memorandum or document summarizing these recommendations.

2.0 PURPOSE

The purpose of this document is to provide guidance to the regulated community and Department staff on the disposal and beneficial use of street sweepings, catch basin sediments and stormwater system sediments. This document is not a rule and does not create any standards or criteria that must be followed by the regulated community.

3.0 DEFINITIONS

For the purposes of this document, the following definitions apply.

"Catch Basin Sediments" means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter and possibly small amounts of solid waste, collected in settling structures designed to receive stormwater runoff from roads. It may also contain small amounts of other solid wastes that are often discarded along roads.

"Industrial stormwater systems" means stormwater systems that receive stormwater discharges associated with industrial activities.

"Non-industrial stormwater systems" means stormwater systems that do not receive stormwater discharges associated with industrial activities.

"Stormwater discharges associated with industrial activities" has the meaning given it in Rule 62-620.200(45), F.A.C., incorporating by reference 40 CFR 122.26(b)(14). (This language is included in APPENDIX B).

"Stormwater System Sediments" means the solid fraction of materials, consisting primarily of soil, vegetative matter and possibly small amounts of solid waste, collected in permitted stormwater treatment systems (this does not include roadside ditches or canals). It may also contain small amounts of other solid wastes that may be washed into the system during rainfall events.

"Street Sweepings" means materials consisting primarily of soil, rocks, asphalt, leaves and other vegetative matter generated during the routine cleaning of roads. It may also contain small amounts of other solid wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or hazardous chemical spill.

4.0 GENERAL GUIDANCE FOR DISPOSAL AND BENEFICIAL USE

The disposal and beneficial use options contained in this document were recommended by the Focus Group and accepted as appropriate for these wastes by the Department. They were based on the results of the Townsend study and the results of further data evaluations by the Department that are summarized in TABLE 1.

The management of street sweepings, catch basin sediments and stormwater system sediments in accordance with the guidance contained in this document is not expected to pose a significant threat to human health or the environment. However, the options described in this document assume these wastes are not contaminated by petroleum products or other hazardous chemicals such as might occur as a result of a spill or the cleanup of a spill. If it is reasonable to assume the wastes are contaminated, by petroleum products or other hazardous chemicals, then the generator should seek further guidance before proceeding with disposal or beneficial use of the wastes by contacting the Department's District office in the District where the wastes are located. A list of contacts and addresses for the Tallahassee and District offices is provided in APPENDIX C.

Many counties and municipalities have National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) permits that require the wastes addressed in this document to be managed "properly" and "pursuant to Department rules." This document is intended to provide guidance to permittees on the interpretation and implementation of these requirements.

5.0 GUIDANCE FOR DISPOSAL

5.1 Street Sweepings

Street sweepings may be disposed of in a permitted Class I or II landfill or a permitted waste-to-energy (WTE) facility. If there is no reason to believe that the street sweepings are contaminated, such as being impacted through a chemical spill, and if they are not mixed with excessive amounts of Class I wastes, then they may also be disposed of at a permitted Class III landfill. Street sweepings are not considered to be construction and demolition debris and as such may not be disposed of at a construction and demolition debris disposal facility.

The Focus Group indicated that street sweepings typically contained additional amounts of trash that averaged between 20 to 25 percent by volume of the collected waste. In some cases, depending where the street sweepings were collected, they could contain as much as 40 percent by volume of trash. The composition of this trash fraction can vary. It may consist of discarded materials like paper, glass or plastic that would not be expected to produce a leachate that would pose a threat to public health or the environment. It may also be contaminated with Class I wastes. This trash mixed with the street sweepings can affect the way it should be managed.

If the street sweepings are mixed with significant amounts of Class I wastes, then they must be disposed of at a Class I or II landfill or at a WTE facility. However, if the Class I wastes are separated from the street sweepings, then the street sweepings can be disposed of at a Class III landfill. Depending on the nature of the Class I wastes mixed with the street sweepings, they may either be separated from the street sweepings by hand or separated through the use of screens. If screens are used, the Focus Group recommended a single screening step with a screen size of approximately 1-inch by 1-inch be used. Other screen sizes or separation techniques may be used if approved by the Department. The separated Class I wastes will, of course, need to be disposed of at a permitted Class I or II landfill or a permitted WTE facility.

The Focus Group recognized that street sweepings may need to be accumulated before they can be disposed of at a landfill. This will require the temporary storage of the wastes. Street sweepings that do not require screening may be stored in open areas without leachate controls. Street sweepings that will require screening, as well as separated Class I wastes, must be stored so that leachate and litter are controlled. Examples would include storage in covered roll-offs, storage on impervious surface and under roof, or storage indoors.

Accumulated street sweepings must be disposed of as soon as practical but may be staged for no longer than three months unless a longer storage time is approved by the Department. The separated Class I wastes must be disposed of at a Class I or II landfill or at a WTE facility at a frequency no less than weekly.

5.2 Catch Basin Sediments

Since this waste is usually collected with vacuum trucks, it will initially be mixed with the liquids that also accumulate in the catch basins. Catch basin sediments may be disposed of in Class I or II landfills. They may also be disposed of in Class III landfills provided there is no reason to believe they are contaminated, such as being impacted through a chemical spill. If they are mixed with excessive amounts of Class I wastes, then they will need to be screened, as described in Section 5.1, before disposal at a Class III landfill. Prior to disposal, the catch basin sediments must be sufficiently dewatered so that they do not meet the definition of liquid wastes contained in Rule 62-701.200(72), F.A.C. Catch basin sediments are not considered to be construction and demolition debris and as such may not be disposed of at a construction and demolition debris disposal facility.

Catch basin sediments may be stockpiled for a long enough time to achieve adequate dewatering (i.e. Rule 62-701.200(72), F.A.C.) and to accumulate sufficient quantities of the sediments for transportation to the landfill. They do not need to be covered when stockpiled for dewatering since exposure to the air and the sun will help to dry the sediments. However, they may not be stockpiled in a way that may adversely impact surface water bodies or potable wells or in a way that would create a public or sanitary nuisance. The liquids from dewatering must be collected and disposed of at a wastewater treatment plant, a permitted stormwater treatment system (preferably the ones currently receiving liquids from the catch basins) or another disposal location approved by the Department. They may not be disposed of in any other artificial surface water body, in waters of the state, or into a stormwater conveyance system that does not discharge into a permitted stormwater treatment system.

If Class I wastes are screened from the sediments, then these wastes will need to be stored in green boxes and covered with a tarp or under a roof to control leaching. The screened Class I wastes must be disposed of at a Class I or II landfill or at a WTE facility at a frequency no less than weekly.

5.3 Stormwater System Sediments

Stormwater system sediments are generated when the sediments accumulate to the point that the system ceases to function for its original intended use and requires maintenance or cleaning. The Focus Group believed it was necessary to distinguish sediments generated from the maintenance of stormwater systems into two groups: those that receive runoff from industrial areas (i.e., industrial stormwater systems) and those that do not (i.e., non-industrial stormwater systems).

Sediments from non-industrial stormwater systems may be disposed of in Class I or II landfills. They may also be disposed of in a Class III landfills, in a manner similar to street sweepings in Section 5.1, provided there is no reason to believe they are contaminated, such as being impacted through a chemical spill. If they are mixed with excessive amounts of Class I wastes, then they will need to be screened, as described

in Section 5.1, before disposal at a Class III landfill. Prior to disposal, the stormwater system sediments must be sufficiently dewatered so that they are not considered a liquid pursuant to Rule 62-701.200(72), F.A.C.

Sediments from industrial stormwater systems may be disposed of in Class I or II landfills provided they are first dewatered pursuant to Rule 62-701.200(72), F.A.C. They may not be disposed of in Class III landfills unless approved by the Department. This may require additional testing of the sediments and the generator should seek further guidance before proceeding with disposal of the wastes by contacting the Department's District office in the District where the wastes are located (see APPENDIX C).

Neither industrial nor non-industrial stormwater system sediments are considered to be construction and demolition debris. Consequently, neither of these wastes may be disposed of at a construction and demolition debris disposal facility.

During system maintenance, the sediments may be stockpiled adjacent to the system from which they are removed. The sediments may be stockpiled there long enough to achieve adequate dewatering (i.e. Rule 62-701.200(72), F.A.C.) and to accumulate sufficient quantities of the sediments for transportation to the landfill. They do not need to be covered when stockpiled for dewatering since exposure to the air and the sun will help to dry the sediments. However, they may not be stockpiled in a way that may adversely impact surface water bodies or potable wells or in a way that would create a public or sanitary nuisance. If the sediments are stockpiled in any other locations, then the liquids from dewatering must be collected and disposed of at a wastewater treatment plant or stormwater system unless an alternate disposal method is approved by the Department.

If Class I wastes are screened from the sediments, then these wastes will need to be stored in green boxes and covered with a tarp or under a roof to control leaching. The screened Class I wastes must be disposed of at a Class I or II landfill or at a WTE facility at a frequency no less than weekly.

6.0 GUIDANCE FOR BENEFICIAL USE

6.1 Street Sweepings

Street sweepings may be used as initial cover at Class I or II landfills. They may also be used as initial cover at Class III landfills if they could otherwise be disposed of at that same landfill. In order to be used as initial cover at any landfill, the street sweepings must also be able to meet the requirements for initial cover contained in Rule 62-701.200(59), F.A.C. and may require a solid waste permit modification for the landfill using the wastes.

In accordance with Rule 62-701.220(2)(g), F.A.C., street sweepings may be beneficially used without the need for further testing in road construction or road

maintenance. While it is not specifically stated, the Department has interpreted this rule to include street sweepings. This interpretation was explained in a Department memorandum dated September 13, 2001 (DEP, 2001).[1]

Street sweepings may also be beneficially used in nonresidential areas as construction or industrial fill or as a soil amendment provided any benzo(a)pyrene in the street sweepings will not create a significant threat to public health or the environment as managed. In no case may it be used within 200 feet of a potable well or as fill below the water table or in bodies of water. The generator of the street sweepings must use the wastes according to the terms of this document only in projects that are under its control; generators are not allowed to distribute or sell the wastes for use by others unless authorized by the Department.

If a generator wishes to beneficially use street sweepings in a manner other than as allowed above, it must provide additional testing results that demonstrate that the material is not expected to create a significant threat to the environment or public health. If the results indicate that the 95% UCL for the average concentration of benzo(a)pyrene in the street sweepings does not exceed the Department's residential direct exposure criteria and the material's potential threat is no greater than the 95% UCLs calculated in Table 1 for street sweepings, then the material may have unlimited distribution.

Except for use as landfill initial cover, street sweepings shall not be beneficially used if there is reason to believe that they are contaminated, such as being impacted through a chemical spill, or they are excessively mixed with Class I wastes, unless the Class I wastes are removed by screening. To remove the Class I wastes, the street sweepings must be screened through both a coarse screen, such as 1-inch square size, and a fine screen, such as 5 to 10 millimeters square size, i.e., double-screened. Other screen sizes may be used if approved by the Department.

The street sweepings may need to be accumulated before they can be beneficially used. This will require the temporary storage of the wastes. Street sweepings that do not require double screening may be stored in open areas without leachate controls. Street sweepings that will require double screening, as well as separated Class I wastes, must be stored so that leachate and litter are controlled. Examples would include storage in covered roll-offs, storage on impervious surface and under roof, or storage indoors.

Street sweepings destined for beneficial use that also require screening must be double-screened in accordance with this section within three months of collection unless otherwise approved by the Department. Street sweepings that are double-screened, and street sweepings that do not require screening, may be stockpiled for up to six

[1] NOTE: This memorandum does not specifically address the beneficial use of catch basin sediments or stormwater system sediments. The applicability of the rule to these and other materials that may be generated during road maintenance activities will have to be determined on a case-by-case basis or in an addendum to the memorandum.

months prior to beneficial use unless otherwise approved by the Department. Street sweepings that are not destined for beneficial use must be disposed of as described in Section 5.1.

If Class I wastes are screened from the sediments, then these wastes will need to be stored in green boxes and covered with a tarp or under a roof to control leaching. The screened Class I wastes must be disposed of at a Class I or II landfill or at a WTE facility at a frequency no less than weekly.

6.2 Catch Basin Sediments

Catch basin sediments may be beneficially used in a manner similar to street sweepings in Section 6.1 provided they are dewatered first and there is no reason to believe they are contaminated, such as being impacted by a chemical spill. Prior to beneficial use, the catch basin sediments must be sufficiently dewatered so that they do not meet the definition of liquid wastes contained in Rule 62-701.200(72), F.A.C. If they are mixed with excessive amounts of Class I wastes, then they will need to be double-screened, as described in Section 6.1, before being beneficially used. Catch basin sediments that are not destined for beneficial use must be disposed as described in Section 5.2.

If a generator wishes to beneficially use catch basin sediments in a manner other than as allowed above, it must provide additional testing results which demonstrate that the material is not expected to create a significant threat to the environment or public health. If the results indicate that the material's potential threat is no greater than the 95% UCLs calculated in Table 1 for street sweepings, then the material may have unlimited distribution.

The liquids from dewatering may be disposed of at a wastewater treatment plant, a stormwater system (preferably the ones currently receiving liquids from the catch basins) or another disposal location approved by the Department. They may not be disposed of in any other artificial surface water body, in waters of the state, or into a stormwater conveyance system that does not discharge into a permitted stormwater treatment system.

Catch basin sediments may be stockpiled long enough to achieve adequate dewatering (i.e. Rule 62-701.200(72), F.A.C.) and to accumulate sufficient quantities of the sediments for beneficial use. They do not need to be covered when stockpiled for dewatering since exposure to the air and the sun will help to dry the sediments. However, they may not be stockpiled in a way that may adversely impact surface water bodies or potable wells or in a way that would create a public or sanitary nuisance and the liquids from dewatering must be collected and disposed of as described above.

If Class I wastes are screened from the sediments, then these wastes will need to be stored in green boxes and covered with a tarp or under a roof to control leaching.

The screened Class I wastes must be disposed of at a Class I or II landfill or at a WTE facility at a frequency no less than weekly.

6.3 Stormwater System Sediments

As described in Section 5.3, the Focus Group believed it was necessary to distinguish sediments generated from the maintenance of stormwater systems into two groups: those that receive runoff from industrial areas (i.e., industrial stormwater systems) and those that do not (i.e., non-industrial stormwater systems).

Sediments from non-industrial stormwater systems may be beneficially used in a manner similar to street sweepings in Section 6.1 provided they are dewatered first and there is no reason to believe they are contaminated, such as being impacted by a chemical spill. Prior to beneficial use, the stormwater system sediments must be sufficiently dewatered so that they are not considered a liquid by Rule 62-701.200(72), F.A.C. Sediments from industrial stormwater systems may not be beneficially used without prior approval by the Department. This may require additional testing of the sediments and the generator should seek further guidance before proceeding with disposal of the wastes by contacting the Department's District office in the District where the wastes are located (see APPENDIX C).

During system maintenance, the sediments may be stockpiled adjacent to the system from which they are removed and allowed to dewater their liquids back into the system. If the sediments are stockpiled in any other locations, then the liquids from dewatering must be collected and disposed of at a wastewater treatment plant or stormwater system unless an alternate disposal method is approved by the Department.

Stormwater system sediments may be stockpiled long enough to achieve adequate dewatering (i.e. Rule 62-701.200(72), F.A.C.) and to accumulate sufficient quantities of the sediments for beneficial use. They do not need to be covered when stockpiled for dewatering since exposure to the air and the sun will help to dry the sediments. However, they may not be stockpiled in a way that may adversely impact surface water bodies or potable wells or in a way that would create a public or sanitary nuisance and the liquids from dewatering must be managed as described above.

If Class I wastes are screened from the sediments, then these wastes will need to be stored in green boxes and covered with a tarp or under a roof to control leaching. The screened Class I wastes must be disposed of at a Class I or II landfill or at a WTE facility at a frequency no less than weekly.

REFERENCES

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DEP (Department of Environmental Protection), 2001, "Debris from Road Construction or Maintenance," Memorandum # SWM-19.14 from Chris McGuire and Richard Tedder to District Waste Program Administrators and District Solid Waste Engineers, September 13.

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TABLE 1. Summary of the 95% UCL Average Concentrations for Chemicals of Concern

Chemicals of Concern	FDEP RES. SCTL (mg/kg)	FDEP LEACH. SCTL (mg/L)	All Sources		Street Sweepings		Catch Basins		Storm Systems	
			95 % UCL	Decision	95 % UCL	Decision	95 % UCL	Decision	95 % UCL	Decision
Total Metal (mg/kg)										
Arsenic	0.8		0.811	Exceeds	0.722	OK	0.963	Exceeds	1.165	Exceeds
Barium	110		17.35	OK	13.25	OK	24.01	OK	35.29	OK
Copper	110		14.42	OK	12.59	OK	23.21	OK	16.11	OK
Lead	400		11.35	OK	10.63	OK	17.85	OK	14.42	OK
Chromium	210		8.5	OK	7.5	OK	12.7	OK	12.5	OK
Leachable Parameters (mg/L)										
Arsenic		0.010	0.0031	OK	0.0036	OK	0.0031	OK	0.0043	OK
Lead		0.015	0.004	OK	0.0037	OK	0.0056	OK	0.0036	OK[2]
Beta-BHC		0.00002	0.000065	Exceeds	0.000055	OK[1]	0.000054	OK[1]	0.000109	Exceeds
4-4 DDT		0.0001	0.000069	OK	0.000065	OK	0.000057	OK	0.000104	Exceeds
Aluminum		0.2	0.52	Exceeds	0.52	Exceeds	0.58	Exceeds	1.09	Exceeds
Iron		0.3	0.53	Exceeds	0.41	Exceeds	0.45	Exceeds	0.499	Exceeds
Leachable Background (mg/L)										
Aluminum		0.2	2.56	Exceeds						
Iron		0.3	0.99	Exceeds						

BADL = Best Available Detection Limit
[1] = OK when using BADLs.
[2] = OK without the outliers.

APPENDIX A
FOCUS GROUP MEMBERS

Caroline Klos City of Tampa (replacement for Brad Baird)	John Cox City of Tallahassee
Ron Jones Brevard County	Kevin McCann City of Orlando
Eric Livingston Department of Environmental Protection	Donald Mahaffey Sweeping Corporation of America
Mike Morrow Walt Disney World	Alan Obaigbena Florida Department of Transportation
Susan Pelz Department of Environmental Protection (replacement for Bob Butera)	Richard Rachal Department of Environmental Protection
Louis Reis Florida Department of Transportation	Sam Levin S2Li
Nancy Woodley City of Venice	

APPENDIX B
STORMWATER DISCHARGE ASSOCIATED WITH INDUSTRIAL ACTIVITY
(printed February 2, 2004)

Rule 62-620.200(45) F.A.C.

(45) "Stormwater Discharge Associated with Industrial Activity" is as defined in 40 CFR 122.26(b)(14).

40 CFR 122.26(b)(14)

(14) *Storm water discharge associated with industrial activity* means the discharge from any conveyance that is used for collecting and conveying storm water and that is directly related to manufacturing, processing or raw materials storage areas at an industrial plant. The term does not include discharges from facilities or activities excluded from the NPDES program under this part 122. For the categories of industries identified in this section, the term includes, but is not limited to, storm water discharges from industrial plant yards; immediate access roads and rail lines used or traveled by carriers of raw materials, manufactured products, waste material, or by-products used or created by the facility; material handling sites; refuse sites; sites used for the application or disposal of process waste waters (as defined at part 401 of this chapter); sites used for the storage and maintenance of material handling equipment; sites used for residual treatment, storage, or disposal; shipping and receiving areas; manufacturing buildings; storage areas (including tank farms) for raw materials, and intermediate and final products; and areas where industrial activity has taken place in the past and significant materials remain and are exposed to storm water. For the purposes of this paragraph, material handling activities include storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, final product, by-product or waste product. The term excludes areas located on plant lands separate from the plant's industrial activities, such as office buildings and accompanying parking lots as long as the drainage from the excluded areas is not mixed with storm water drained from the above described areas. Industrial facilities (including industrial facilities that are federally, State, or municipally owned or operated that meet the description of the facilities listed in paragraphs (b)(14)(i) through (xi) of this section) include those facilities designated under the provisions of paragraph (a)(1)(v) of this section. The following categories of facilities are considered to be engaging in "industrial activity" for purposes of paragraph (b)(14):

(i) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (xi) in paragraph (b)(14) of this section);

(ii) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28 (except 283), 29, 31l, 32 (except 323), 33, 344l, 373;

(iii) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations no longer meeting the definition of a reclamation area under 40 CFR 434.11(1) because the performance bond issued to the facility by the appropriate SMCRA authority has been released, or except for areas of non-coal mining operations which have been released from applicable State or Federal reclamation requirements after December 17, 1990) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations; (inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/ operator; inactive mining sites do not include sites where mining claims are being maintained prior to disturbances associated with the extraction, beneficiation, or processing of mined materials, nor sites where minimal activities are undertaken for the sole purpose of maintaining a mining claim);

(iv) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under subtitle C of RCRA;

(v) Landfills, land application sites, and open dumps that receive or have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under subtitle D of RCRA;

(vi) Facilities involved in the recycling of materials, including metal scrapyards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093;

(vii) Steam electric power generating facilities, including coal handling sites;

(viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42 (except 4221–25), 43, 44, 45, and 5171 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under paragraphs (b)(14) (i)–(vii) or (ix)–(xi) of this section are associated with industrial activity;

(ix) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR part 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with section 405 of the CWA;

(x) Construction activity including clearing, grading and excavation, except operations that result in the disturbance of less than five acres of total land area. Construction activity also includes the disturbance of less than five acres of total land area that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb five acres or more;

(xi) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 285, 30, 31 (except 311), 323, 34 (except 3441), 35, 36, 37 (except 373), 38, 39, and 4221–25;

APPENDIX C
DEPARTMENT SOLID WASTE CONTACTS
(updated December 5, 2003)

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