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

DATE: 10/13/2026
TO: Jennifer Barker, County Manager
THRU:
Angela Harrold, Office of Parks & Water Resources Operations Director
BY: Bill Ponko, Senior Procurement Agent
SUBJECT: Lawn Maintenance Services

MEETING DATE: 11/17/2026
ITEM TYPE: Consent Item
ITEM ID: 44073

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 26-916 with Ayopa, Inc. (Sanford FL) to provide monthly lawn maintenance services; and
2. To authorize the Office of Procurement Services to execute the contract and all supporting documentation.

The fiscal impact is estimated at $409,776 (expenditure). Annual expenditures will not exceed available funding in the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Facilities Management, issued Invitation to Bid 26-916 for monthly lawn maintenance services for county facilities. This solicitation provides for the replacement of expiring Contract 21-0449, with an initial one-year term and two optional two-year renewal terms. The awarded contractor will provide complete lawn and landscape maintenance at 97 County locations. Services cover mowing, edging, hand weeding, mulching twice a year, and trimming shrubs and trees, and removing Spanish moss. The contractor also handles litter and debris removal, full irrigation system maintenance and repair, and year-round licensed fertilization, pest and weed control.

Eleven responses were received as shown on the attached tabulation sheet. The lowest-priced, responsive and responsible vendor, Ayopa, Inc., is recommended for the award.

The last fiscal year's expenditures totaled $653,105.58.

Fiscal Impact: $409,776 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
GF - FAC	0010	0851110	830460	N/A	$409,776.00

Advertised Date: Paper:

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
AYOPA, INC. FOR LAWN MAINTENANCE

ITB # 26-916

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and AYOPA, Inc., a Florida Profit Corporation, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #26-916 seeking firms or individuals qualified to provide lawn maintenance services for the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide lawn maintenance and related services ("the Service") for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES.

3.1 Scope.

A. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Forms, and CONTRACTOR'S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. It is understood that the Scope of

Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

B. Services provided by CONTRACTOR under this Agreement will be provided to COUNTY on an as-needed basis and per the Scope of Services.

C. All work must be performed in accordance with good commercial practice and in accordance with Scope of Services, including any project documents, and exhibits or attachments thereto; the CONTRACTOR'S project proposal; and this Agreement. The work schedule and completion dates as set forth in the Scope of Services must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY, as provided for herein. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service. CONTRACTOR shall not initiate awarded Projects without an agreed upon scope, proposal, and express direction from the COUNTY in writing.

3.2 Effective Date and Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (the "**Effective Date**").

B. The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms . Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.3 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms and conditions.

3.4 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR

3.5 Open Quantity Contract. CONTRACTOR acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum or maximum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY'S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right

to offer the individual project to the COUNTY'S other contractor(s) or to procure needed services seperately utilizing the COUNTY'S procurement procedures.

ARTICLE 4. PAYMENT.

4.1 Pricing. Payment shall be arrived at utilizing the rates set forth in CONTRACTOR'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B**. COUNTY will pay, and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B.** Agreement prices will prevail for the full duration of the Agreement.

4.2 Invoicing. CONTRACTOR shall submit accurate, itemized invoices to the COUNTY on a monthly basis reflecting the services provided in the preceding month to COUNTY after work has been completed via email to the Office of Facilities Management at FacilitiesInvoices@LakeCountyFL.gov, unless directed otherwise by the Project Manager. Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of delivery and acceptance of the work. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment. All invoices shall be accompanied by the PDF documentation including, but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY'S discretion. COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

A. Services provided under this Agreement shall be based on either time and material rates, or lump sum rate based as indicated in the Pricing Schedule (**Exhibit B**). When time and material rates are specified in a contract rather than a lump sum, the pricing section shall include the hours of labor, labor rate (based on the pricing herein), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments.

B. Where applicable to the pricing provided in **Exhibit B**, invoices shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part/materials.

4.3 Progress Invoicing.

A. Work equal to $25,000 or less. COUNTY will provide a lump sum payment when all work tasks are completed by CONTRACTOR and approved by COUNTY Project Manager. For COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth herein.

B. Work Greater than $25,000. CONTRACTOR may receive periodic payments on a thirty (30) day interval for Work tasks completed during that period by CONTRACTOR and approved by COUNTY Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth in this Section.

4.4 The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment. No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received; this exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.5 Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.6 **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.

4.7 **Grant Funding.** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR 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. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES.

5.1 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

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

ARTICLE 6. FACILITIES PROVISIONS.

6.1 **Licenses and Permits.** CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services.

The CONTRACTOR shall remain appropriately licensed throughout the course of the Service and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

6.2 Existing Conditions. The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, and conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

6.3 Intent of the Contract Documents.

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

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

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

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything

not included in either the drawing or the specifications be necessary for the proper construction and operation of the Service as specified in this Agreement, or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

6.4 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

6.5 Rentals. Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to COUNTY. **There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the Scope of Services and was not included in the original estimate.**

6.6 Contractor Personnel.

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

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with.

C. E-Verify. 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 CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

D. Superintendent. The CONTRACTOR shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with

progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to promptly supply any materials, tools, equipment, labor and incidentals which may be required. Such superintendent must be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

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

F. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

G. Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service. Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below must be supplied in one (1) PDF attachment that must be titled with the company's name, the person's name, and the person's birthdate. Example: *ACME Plumbing - John H. Smith - 10/10/96.* The documentation must include the following:

1. Full name.
2. Address.
3. Email address.
4. Telephone number.
5. Copy valid of driver's license, State of Florida identification card, passport, and/ or work visa.
6. A current, clear, color photo (head shot) taken with a plain background.
7. Building names and addresses of the facilities where the individual will be working.
8. Any additional information that may be requested by the Lake County Sheriff's Office.

H. Criminal Justice Information Services (CJIS). When advised by the COUNTY'S Project Manager, the CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of

COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

I. Background Checks. Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of CONTRACTOR will be required to submit to the Florida Department of Law Enforcement for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" will be supplied to COUNTY Project Manager prior to any work starting. COUNTY Project Manager will notify CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

J. Identification Badging / Proximity Cards / Keys.

1. The CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card.

2. All approved personnel, subcontractors, and representatives of the CONTRACTOR will be issued identification badges and will be required to wear them at all times while on the COUNTY'S property. At no time will personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on the COUNTY'S property prior to being given approval by the Facilities Maintenance Division Manager and the assignment of a CONTRACTOR identification badge.

3. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of the CONTRACTOR.

4. The Facilities Maintenance Division Manager will notify the CONTRACTOR by email that identification badges, proximity cards, and keys are ready for pickup, and will have the CONTRACTOR complete release forms and then distribute them to the CONTRACTOR for disbursement to their personnel, subcontractors, and representatives. The COUNTY'S Project Manager must be copied on the email.

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

1. In the event that an identification badge, proximity card or key is lost, stolen or damaged, the CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager.

2. Personnel, subcontractors, and representatives of the CONTRACTOR must be temporarily substituted by the CONTRACTOR with a suitable replacement until the CONTRACTOR has obtained a new identification badge/proximity card.

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

L. Reports. The CONTRACTOR shall provide an initial report within thirty (30) business days of the start date and then annually for all employees currently being utilized for the Service. All additions and changes must be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports must include the following information: (1) individual's name, birthdate, and driver's license number; (2) identification badge/proximity card number; (3) all facilities where the employee works; (4) all facilities accessible by proximity card or key; (5) the date the identification badge/proximity card was issued; (6) dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage; (7) the date that the individual left employment of CONTRACTOR; and (8) the date the identification badge/proximity card was returned.

M. Worker Dismissal / Leave Reporting.

1. The CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONTRACTOR that are utilized for projects or services for the COUNTY.

2. The CONTRACTOR shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave.

N. Service Completion

1. At the completion of the Service, the CONTRACTOR shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

2. The CONTRACTOR will be assessed a $25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S final invoice.

O. State Funding – Employment of State Residents. CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

6.7 Subcontractors.

A. CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

B. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English.

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

D. Omitted.

E. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

6.8 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to ensure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

6.9 Emergencies. Dependent on COUNTY need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.10 Safety.

A. The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the CONTRACTOR.

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all OSHA requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with these requirements will be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite must be in place and in proper working order at all times. If the COUNTY determines that equipment is deficient in safety devices, the CONTRACTOR will be notified immediately. The CONTRACTOR shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. CONTRACTOR shall receive no additional compensation, no extension of time, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable time, COUNTY may in its sole discretion declare CONTRACTOR to be in default of this Agreement.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **CONTRACTOR is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and location of the work.**

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall remove all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal must be included in the lump sum price stated elsewhere in this Agreement. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County.

H. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of $50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

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

J. Hazardous Materials. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 C.F.R. 1910.1200(g), and include the following information:

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;

- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

The CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person will be the CONTRACTOR'S superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the superintendent will be as binding as if given to the CONTRACTOR.

6.11 Underground Utilities. Any required digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities because of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two (2) days of the damage to any underground utilities.

6.12 Maintenance of Traffic.

A. In the event that any of the work is conducted within any public right of way, the CONTRACTOR shall provide proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the Service will be the strictest and latest edition as promulgated by the Florida Department of Transportation (FDOT) or the Federal Highway Administration (FHWA).

B. Maintenance of traffic will be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S proposal price, and must conform to FDOT'S most current editions and supplements of Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, or the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), as applicable. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the FDOT website at: https://www.fdot.gov/publications/publications.shtm.

C. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, to hire and pay for this service.

E. All lane closures must have the prior approval of the COUNTY.

F. These requirements are to be considered a minimum and the CONTRACTOR'S compliance will in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR'S employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR must provide minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing a road by driving slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.13 General Inspection Requirements.

A. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

B. If the COUNTY should, at any point before, during, or after, completion of construction activities, fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another CONTRACTOR, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense or terminating the contract. The CONTRACTOR may not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

D. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be

limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies under this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

E. All work performed and all materials furnished must be in conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used are not in conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

F. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a Party to this contract.

6.14 Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR'S expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR'S expense.

B. Materials must be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, must not be used for the Service, and must be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of the CONTRACTOR and the CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, materials and equipment must be of a suitable type and grade for the purpose which they are used.

D. All unusable materials and debris must be removed from the premises by the CONTRACTOR at the end of each workday and disposed of in an appropriate manner.

6.15 Time for Completion and Extensions.

A. A written Notice to Proceed is required for the CONTRACTOR to schedule or begin work. Purchase Orders will be issued for Services to the CONTRACTOR. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR'S construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.16 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by COUNTY. In such case, CONTRACTOR will keep and present to COUNTY an itemized accounting together with appropriate supporting data. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

E. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

6.17 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through its Project Manager, shall determine whether the COUNTY will directly purchase certain materials required for the Work.

B. If requested by the Project Manager, the CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than $10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify the CONTRACTOR in writing of the specific materials which are intended to be purchased.

C. Within ten (10) calendar days from receipt of the written notice described in Article 4.16.B, the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the construction schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

D. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the construction documents, including, without limitation, the plans, specifications, and construction schedule. Within five (5) calendar days from the receipt of the proposed Purchase Order, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

E. The COUNTY will place the Order for the materials with the vendor.

F. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their storage, protection, risk-of-loss, and installation pursuant to the construction documents, including, without limitation, the plans, specifications, and construction schedule.

G. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Agreement, the management of the materials once delivered or the incorporation of the materials into the Service, as provided in the construction documents, including, without limitation, the plans, specifications and construction schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ANY SUBCONTRACTS ACCORDINGLY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the COUNTY'S policy and the Change Order will become a part of the contract documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the COUNTY under this program. The calculation of the fee in this manner will provide, among other things, specific supplemental consideration for the provisions of this Article.

6.18 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

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

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.19 Acceptance of the Work and Final Payment.

A. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in

accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance must be maintained until final acceptance by the COUNTY.

C. Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice will be prepared by the CONTRACTOR and submitted with a Final Payment Affidavit, to be provided by the COUNTY'S Project Manager. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

D. Waiver of Claims. The CONTRACTOR'S acceptance of final payment will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of this Agreement or otherwise related to the Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. Termination of Contractor's Responsibilities. This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.20 Warranties.

A. All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. 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 herein 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. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

B. All warranties will begin on the date of the COUNTY'S acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans, or specifications. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Service.

C. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

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

E. CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency either verbally or in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a deduction from the final payment, credit memorandum, or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

6.21 Liquidated Damages.

A. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this Agreement and no additional days will be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a

notification notifying the CONTRACTOR of an assessment of Liquidated Damages that can be applied for any day over the time allowed under this Agreement.

B. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the Service continues. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The Parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

C. The Liquidated Damages will be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
$5,000 and under	$25
Over $5,000 but less than $10,000	$65
$10,000 or more but less than $20,000	$91
$20,000 or more but less than $30,000	$121
$30,000 or more but less than $40,000	$166
$40,000 or more but less than $50,000	$228
$50,001 or more	$250

D. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

6.22 Sanitation. If the Service does not involve interior work, the CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

6.23 Submittals and Equal Products.

A. Submittals of products required for the Service assigned to the CONTRACTOR under this Agreement, must be supplied to the COUNTY for pre-approval prior to the start of the work. These documents must be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The

COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in the CONTRACTOR'S response. To ensure that sufficient information is available, the CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.24 Fees. The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY'S labor and vehicle usage required for unnecessary inspections or missed appointments. The $80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

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

6.25 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.26 Business Hours of Operation. Unless otherwise specified in the technical specifications, all work performed must be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work may be performed on Saturdays, Sundays, or COUNTY Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. COUNTY Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve, and Christmas Day.

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

6.27 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third-parties, such as, but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR's expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY'S facility, whether interior or exterior, damaged by reason of the CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third-parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY including, but not limited to, personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

6.28 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third-party.

6.29 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

ARTICLE 7. GENERAL TERMS AND CONDITIONS.

7.1 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other Party without penalty to COUNTY; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement

may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred. Upon receipt of such notice, the CONTRACTOR shall not incur any additional costs under the Agreement unless expressly authorized by COUNTY in its notice. 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."

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause. The COUNTY further reserves the right to suspend or debar the CONTRACTOR in accordance with the COUNTY'S ordinances, resolutions and administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

7.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a Party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

7.3 Insurance. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated in **Exhibit C**, attached hereto and incorporated herein by reference.

7.4 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 this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

7.5 **Non-Collusion.** CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.6 **Prohibition against contingent fees.** CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that 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 CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

7.7 **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. Failure to disclose any conflicts of interest may result in termination of this Agreement.

7.8 **Conflict of Interest.** CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.9 State Registration Requirements. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

7.10 Contractor as Prime. CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

7.11 Subcontracting. 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 Agreement for default.

7.12 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.

7.13 Additional Services & Non-Exclusivity. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement 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 Agreement.

7.14 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.15 Other Agencies. Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONTRACTOR consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement'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.

7.16 Warranties. See Article 6.

7.17 Deficiencies in Work. See Article 6.

7.18 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. (https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the COUNTY'S Tax Exemptions in securing such materials.

7.19 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.

7.20 Acceptance of Goods or Services. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and 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 this Agreement.

Any goods or services purchased under this Agreement 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 this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement 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 Agreement, 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.

7.21 Estimated Quantities. CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

7.22 Additional Locations. While this Agreement 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 CONTRACTOR, or for other reasons at the COUNTY'S sole 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.

7.23 Similar or Ancillary Items. While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary

items. The COUNTY may request price quotes from all CONTRACTORS under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

7.24 Accuracy. See Article 6.

7.25 Safety. See Article 6.

7.26 Safety Data Sheets. See Article 6.

7.27 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

7.28 Cleanup. See Article 6.

7.29 Protection of Property. See Article 6.

7.30 Certificate of Competency, Licensure, Permits, and Fees.

A. CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

B. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

7.31 Truth in Negotiation Certificate. For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR 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. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to

exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

7.32 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

7.33 Responsibility as Employer. See Article 6.

7.34 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

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

7.36 Price Redeterminations. CONTRACTOR may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within thirty (30) calendar days of the anniversary of the Effective Date of this Agreement and only after the Agreement has been in effect for at least one (1) year. Unless otherwise set forth in this Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. 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 (https://www.bls.gov/data/). CONTRACTOR may petition for price redetermination for CONTRACTOR'S minimum wage employees should the minimum wage increase during the Agreement Term. Upon verification, the COUNTY may, in its sole discretion, grant an increase matching the minimum wage increase. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either Party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

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

or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.38 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed 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 contract entered into by the CONTRACTOR in performance of any work under this Agreement.

7.39 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

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

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

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

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

7.40 Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

7.41 Copyrights. Any copyright derived from this Agreement 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. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

7.42 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.

7.43 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).

7.44 Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other Party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

7.45 Claims and Disputes. See Article 6.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the Parties and each Party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth above.

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

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

7.46 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.47 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 consultant 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.

7.48 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

7.49 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

7.50 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

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

7.52 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling

interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means 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 of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

7.53 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

7.54 Net Zero Polices. Per Section 377.816, Florida Statutes, COUNTY does not provide purchasing or procurement preferences to vendors on the basis of any net zero policy adopted by vendor nor the fuel source utilized by, or in the production of, any such goods provided by vendor.

7.55 Certification Regarding Scrutinized Companies. By executing this Agreement, 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. 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. 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.

CONTRACTOR, by entering this Agreement, 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. 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.

7.56 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 some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from: (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract; (2) Procuring commercial sex acts during the period of performance of the contract; (3) Using forced labor in the performance of the contract; (4) 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; (5) Using misleading or fraudulent practices during the recruitment of employees; (6) Charging employees or potential employees recruitment fees; (7) Failing to provide return transportation or paying for the cost of return transportation upon the end of

employment for certain employees; (8) Providing or arranging housing that fails to meet the host country housing and safety standards; or (9) Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

7.57 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

7.58 State Forest Products. Pursuant to Section 255.20(3), Florida Statutes, contracts for the construction of public works, such as public bridges, buildings, and other structures, must utilize lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal. This requirement does not apply: (i) to plywood specified for monolithic concrete forms; (ii) if the structural or service requirements for timber for a particular job cannot be supplied by native species; (iii) if the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture; or (iv) to transportation projects for which federal aid funds are available.

7.59 ADA Requirements. CONSULTANT shall ensure that all deliverables, including without limitation websites, web applications, mobile applications, software, electronic documents, multimedia content, digital platforms, and any related user interfaces or content made available to end users by CONSULTANT for use by COUNTY under this Agreement, are Accessible and comply with all aspects of both the Americans with Disabilities Act (ADA) and WCAG (Web Content Accessibility Guidelines) 2.1 Level AA, as amended. This includes, but is not limited to, providing alternative text for images, ensuring that all interactive elements are navigable via keyboard, and providing captions for all video content. CONSULTANT shall promptly remediate any nonconformance discovered or reported, at no additional cost to COUNTY. This duty to remediate at CONSULTANT'S cost shall survive the termination of this Agreement. Failure to comply with the ADA, WCAG, and these requirements may result in the termination of this Agreement and CONSULTANT being held liable for any damages or costs incurred by COUNTY as a result of non-compliance, including reasonable attorney's fees whether suit be brought or not.

7.60 Prohibition on Contracting with Terrorist Organizations. Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. CONTRACTOR agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of CONTRACTOR'S counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this Agreement are not designated as domestic or foreign terrorist organizations. CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state terrorism law.

7.61 Compliance with 8 USC 1621. CONTRACTOR acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if CONTRACTOR is provided a grant of public funds from COUNTY, use of said public funds will comply with 8 USC 1621. CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with federal law.

7.62 **Prohibition Related to Diversity, Equity, and Inclusion.** Per Section 287.139, Florida Statutes, the Florida Legislature has enacted laws prohibiting the use of public funds for requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) ("DEI"). CONTRACTOR agrees to comply with laws related to use of public funds for DEI related activities; CONTRACTOR has provided COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with state law.

7.63 **Contracts for Goods or Services Related to Emergency Response (Section 252.505, Florida Statutes).** To the extent applicable to this Agreement, in addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to COUNTY, in the event of a breach of this Agreement by CONTRACTOR during an "emergency recovery period," CONTRACTOR shall also be required to pay COUNTY a $5,000 statutory penalty for each breach of this Agreement, pursuant to Section 252.505, Florida Statutes. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

7.64 It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of god that COUNTY shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the COUNTY. CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or other governmental entities as opposed to a private citizen, on a first priority basis. COUNTY expects to pay contractual prices for all goods or services required during an emergency situation. CONTRACTOR shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

ARTICLE 8. MISCELLANEOUS PROVISIONS.

8.1 **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement is 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 resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

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

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

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

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

8.6 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

8.8 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

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

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

If to CONTRACTOR:
AYOPA, Inc.
1450 Kastner Place, Unit 124
Sanford, Florida, 32771
Ayopaservices@gmail.com

If to COUNTY:
Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 West Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

A. All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

B. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

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

ARTICLE 9. SCOPE OF AGREEMENT.

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

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

Exhibit A (Composite)..... Scope of Services, Addenda, Submittal Forms, Irrigation Master List, Vendor Equipment List (22 pages).
Exhibit B..... Pricing Schedule (9 page).
Exhibit C..... Insurance Requirements (2 pages).

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

AYOPA, INC.

Amado Estremera, Owner

This 2 day of NOV, 2026.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 18 day of November, 2026.

ATTEST:

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

Approved as to form and legality:

11/18/26

Melanie Marsh
County Attorney

1. PURPOSE

Contractor shall be fully responsible for providing complete lawn care services, including but not limited to mowing, edging, weeding, mulching, shrub and tree trimming, irrigation maintenance and repair, fertilization, herbicide and pest control treatments. Services shall include the provision of all required labor, materials, supplies, equipment, transportation/travel, and supervision necessary to perform the work.

2. GENERAL REQUIREMENTS

2.1 All vehicles and machinery used shall be in good operating condition and maintained to sustain this condition for the duration of the contract. Vehicles must be properly registered and insured in accordance with the Motor Vehicle Laws of Florida and in compliance with all federal, state, and local safety regulations. Equipment may be subject to inspection.

2.2 Weather may prevent Contractor from completing scheduled work on the designated workday. Contractor shall complete the necessary work on the first available fair-weather workday.

2.3 Requests for additional services may be required to support County activities. The County will arrange with the Contractor a minimum of five (5) business days prior to the scheduled activities. These requests may require the Contractor to alter the original schedule to ensure that the site is adequately serviced and that specific needs are met. No additional charges shall apply for special requested landscaping. Examples of special requests would include but are not limited to special events held at a site and storm preparedness.

2.4 Contractor shall be responsible for the replacement of turf, including all labor and material costs, damaged as a result of the following, but not limited to inadequate irrigation, fertilization, pest control, weeding, and/or disease control.

3. LAWNCARE REQUIRMENTS

3.1. Initial Repair of Facilities

3.1.1. Contractor shall tour sites with County Project Manager and correct documented improvements within forty-five business days of site tour.

3.1.2. Contractor shall mow and edge; make all necessary repairs to irrigation systems; remove all old materials from plant beds and install new mulch to a 2" depth; remove all dead trees and plant materials; trim foliage (trees, hedges, and shrubs); fertilize and treat for pests; and weed and rake. All items shall be done as specified or implied below under the applicable sections in a workman like manner.

3.1.3. Contractor shall take photos of all site areas completed and email them to the County Project Manager in pdf form after each site service. County Project Manager determines the acceptability of the work performed by Contractor at each site. The Project Manager will communicate any deficiencies through email to the Contractor. Contractor shall remedy deficiencies within five (5) business days and call for reinspection. If repairs are not adequately and timely made and reinspection is required, the Contractor will be subject to a $80.00 per site reinspection charge, which will be deducted from the Contractor's monthly invoice. This charge shall apply for the first reinspection and all subsequent re-inspections.

3.1.4. Contractor shall provide site specific quotes and recommendations to County for the installation of plants, trees, and shrubs to improve the site aesthetics after the initial site improvement work has been completed and accepted by the County Project Manager . Quotes shall be broken down according to time and material rates provided in the Contractor's Pricing Sheet. The material should be drought-tolerant, have low watering needs, be easy to maintain, and incorporate xeriscaping principals. The county may choose to accept all or some of the Contractor's recommendations at that time or may choose to reject or have work done as funding becomes available.

3.1.5. Contractor shall assume the responsibility and cost required to keep the facilities in the same condition for the duration of the contract after the initial site improvement work has been completed and accepted by the County Project Manager. Contractor shall assume the responsibility and cost required to keep the facilities in the same condition for the duration of the contract. If Contractor fails to maintain any site in a clean, neat, safe, and professionally maintained appearance, consistent with the scope of work, and the County's expectations as determined by the County Project Manager, the County reserves the right to hire an independent contractor to restore the site. The restoration costs shall be deducted from the Contractor's regular monthly payment(s). The County reserves the right to find the Contractor in default and terminate the contract.

3.2. County Inspections and Work Orders

3.2.1. The County may issue departmental service requests (Work Orders) and conduct random inspections of the sites throughout the contract term. The Contractor shall be notified of all Work Orders and any identified deficiencies by email. All Work Orders and deficiencies shall be addressed within five (5) business days from the initial date of notification. Upon completion of the required work, Contractor shall email the Project Manager that the work has been completed in accordance with County standards. Failure to notify the Project Manager by the sixth (6^{th}) business day, or a determination by the County upon reinspection that the work remains unsatisfactory, shall result in a $80.00 site reinspection per site. This fee shall be deducted from the Contractor's monthly invoice and shall apply to the initial inspection and all subsequent re-inspections.

3.3. Mowing Requirements

3.3.1. The cut height of the Bahia and St. Augustine turf shall be maintained at three inches (3") with a maximum height of four and one-half inches (4.5"). No more than one-third (1/3) of the leaf blade height shall be removed in any single mowing. Mowing shall produce a clean, sharp cut with no streaking, scalping, bruising, or rough cutting, and with uniform distribution of clippings. Accumulation or piling of grass clippings is not acceptable. All mowing equipment blades shall be kept sharp at all times. Turf areas shall be well-manicured at all times. The Contractor shall be fully responsible for the replacement of any turf as a result of improper maintenance practices, including but not limited to inadequate irrigation, fertilization, pest control, weed control, or disease management. All replacement costs, including labor and materials, shall be borne by the Contractor.

3.3.2. Contractor shall determine the work schedule based on need, weather conditions, or other factors affecting the growth. Contractor shall comply with all applicable provisions of the Lake County Code and Land Development Code. The Contractor's ultimate responsibility is to maintain lawns that are consistently attractive, well-manicured, and reflect positively on both the County and the Contractor. The Contractor shall submit a monthly service schedule to the Project Manager for review and coordination and resubmit the schedule whenever revisions are made.

3.4. Edging Requirements

Contractor shall edge all plant beds, sidewalks, driveways, and curbs during each cutting visit. All clippings shall be picked up and properly disposed of by the Contractor, and all loss materials shall be blown from paved, concrete, or wood surfaces into the vegetative areas only. Edging with herbicides shall not be allowed.

3.5. Weeding Requirements

Contractor shall manually remove all weeds and extraneous vegetation from all beds and planted areas as needed to maintain a neat and attractive landscape. All debris generated from weeding and edging shall be collected and properly disposed of.

3.6. Mulching Requirements

Contractor shall provide and spread clean, treated cedar mulch, or match the existing type as approved by the Project Manager, at a minimum of twice per year in January and June. Mulch shall be applied to maintain a minimum depth of two (2) inches (2") in all plant beds at all sites; and additional mulch shall be applied on an as needed basis.

3.7. Raking Requirements

Contractor shall be responsible for raking and properly disposing of leaves from trees, bushes, shrubbery, etc. Plant beds shall not be used to dispose of fallen leaves.

3.8. Shrub Trimming Requirements

Contractor shall perform casual trimming of all shrubs at least once every three (3) months to maintain their natural shape and remove dead or dying branches. All new shoots two inches (2") or longer shall be trimmed. Shrubs shall not be trimmed to bare limbs. The Contractor shall trim any limbs that come into contact with buildings to maintain a minimum clearance of one foot (1') at all times.

3.9. Tree Overhang Trimming Requirements

3.9.1. Contractor shall trim all tree branches that hang over or intrude into walkways or parking areas at least once a year in December, and as needed to ensure no vegetation is lower than ten feet (10') above any ground, walking, or parking surface. Trimming shall also maintain, where possible, a minimum clearance of seven feet (7') from flagpoles, signage, lighting, fencing, and other structures. The Contractor shall remove dead palm fronds and trim any branches in contact with buildings, maintaining, where possible, a minimum of seven-foot (7') clearance in all directions.

3.9.2. Contractor shall remove Spanish moss from trees as needed when heavy infestation is present or when moss accumulation detracts from health, safety, or appearance of the tree. Removal of Spanish moss shall be included as part of all tree trimming

activities. All removed Spanish moss shall be collected and properly disposed of in a legal and appropriate matter. Removal shall be performed in a manner that does not damage the tree.

3.10. Plant Material Damage, Removal, and Replacement Requirements

Dead plant material shall be promptly removed by the Contractor. Removal shall be documented with photographs and submitted electronically to the County Project Manager within 24 hours. Trees and shrubs may require replacement due to vandalism, freezing conditions, disease, or malformation. The County may request a written quotation from the Contractor for labor and material costs for removal and replacement; however, the County reserves the right to perform the work with its own staff or use another contractor.

3.11. Litter, Debris, and Branch Removal

Contractor shall be responsible for the pick-up, removal, and proper disposal of all litter, debris, plant cuttings, branches, and similar items from County property at each site visit. Items such as bottles, cans, wood, tires, concrete, cigarettes, and paper, which could be torn, scattered, or broken by mowing, shall be included. Equipment used to transport litter shall be designed to prevent loss or distribution of debris. All litter shall be disposed of in a legal and appropriate manner.

4. IRRIGATION REQUIRMENTS

Contractor shall assume all responsibility for inspection, maintenance, repair, alteration, and all costs required to ensure that the irrigation systems operate as designed, providing adequate coverage, application rates, and frequencies for all County facilities. The Contractor shall promote efficient water use and protect water resources. All irrigation components necessary for system operation shall be maintained by the Contractor, including but not limited to controllers/timers, fittings, risers, sensors, sprinkler heads, rotors, backflow preventers, piping, misters, valve boxes, bubblers, manifolds, wiring, and rain sensors. The Contractor shall not be responsible for the electrical circuit from the controller/timer connection to the electrical panel.

5. CHEMICAL LAWN REQUIREMENTS

5.1. Fertilization and Pest Control Program for Turf and Shrubs Requirement

5.1.1. Contractor shall hold the appropriate licensing from the Florida Department of Agriculture and Consumer Services (FDACS) for the commercial application of pesticides, herbicides, and fertilizers.

5.1.2. The Contractor shall be fully responsible for all chemical lawn treatments, including all associated costs, necessary to maintain healthy turf. Services shall include the application of fertilizers, insecticides, and herbicides in accordance with manufacturer's instructions. The Contractor shall perform all treatments required to maintain a green, healthy landscape free of disease, pests, and weeds, while ensuring public safety at all times. The Contractor shall comply with all applicable State, local, and federal regulations, including those of the State of the Board of Health, and shall be liable for any damages resulting from chemical application. Year-round treatment shall be provided for chinch bugs, ants (including fire ants), web worms, mole crickets, and other pests at all facilities, as well as herbicide applications as needed. This scope applies to St. Augustine and Bahia grass. Contractor shall comply with

the UF-IFAS *Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries* ("GI-BMP Manual").

5.2. Shrubs, Palms, and Ornamentals Requirements

All shrubs, palms, and ornamentals shall be fertilized with a complete fertilizer. Insect control shall be performed as needed throughout the year. Disease control and prevention treatments shall be applied to new growth only. The Contractor shall document and identify the plant treated, pest targeted, and the type of pesticide used for all applications. Sago palms shall be treated for Asian Cycad Scale as needed. Lichens, Spanish moss, and ball moss shall be treated on an as-needed basis. Any plants or vegetation damaged as a result of improper herbicide or pesticide application shall be replaced by the Contractor at no cost to the County.

5.3. Weeding Requirements

The Contractor shall keep all concrete, paver, and asphalt walkways and driveways free of vegetation at all times. When herbicides are used on hardscape areas, a non-staining temporary tracer dye shall be applied. Weeds shall be manually removed and properly disposed of once dead. All debris generated from weeding shall be collected and disposed of at no additional cost to the County.

[*End of Exhibit A.*]

EXHIBIT E - IRRIGATION MASTER LIST

Building Name	Street	City	Alt. Key	Irrigation Zones	Irrigation Controllers
320 Building	320 W. Main St.	Tavares	3890281	10	1
323 Public Works Administration	323 N Sinclair Ave	Tavares	1497469	6	1
350 Public Works Engineering	350 N Sinclair Ave	Tavares	1497469	4	1
418 Building	418 Alfred St	Tavares	1277337	1	1
Agricultural Center	1951 Woodlea Rd	Tavares	1391105	11	1
Animal Shelter	12280 CR 448	Tavares	3915421	15	1
Cagan Crossings Library	16729 Cagan Oaks	Clermont	3815905	9	1
Clerk's Auditor's Office	401 E. Alfred St.	Tavares	2808489	3	1
County Administration Building	315 W. Main St.	Tavares	1276489	4	1
Detention Center	551 W. Main St.	Tavares	1686083 & 2749245 &	9	1
Emergency Communications and Operations Center (ECOC)	425 W. Alfred St.	Tavares	1277353	4	1
Fairgrounds	2101 County Rd 452	Eustis	1122767		
Fire Rescue Training	20763 US HWY 27	Groveland	3612132	8	1
Fire Station 109	11630 Lakeshore Dr.	Clermont	2603968	4	1
Fire Station 111	8805 Bay Lake Rd (CR	Groveland	3793530	2	1
Fire Station 112	16240 County Rd 474	Clermont	3799038	7	1
Fire Station 13	25250 CR 42	Paisley	3874357	6	1
Fire Station 14	18840 CR 42	Altoona	1786312	8	1
Fire Station 39	24815 Wallick Rd	Sorrento	3919273	4	1
New Fire Station 71	33661 County Rd 473	Leesburg	1811449	2	1
Fire Station 78	16345 CR 448	Mt Dora	3844903	16	1
Fire Station 82	24939 US Hwy 27	Leesburg	2841567	3	1
Historic Courthouse	317 W. Main St.	Tavares	1276471	11	1
Judicial Center	550 W. Main St.	Tavares	1277353	14	2
Marion Baysinger Library	756 W. Broad St	Groveland	1523729	7	1
Probation Office	2401 Woodlea Rd	Tavares	3378695	6	1
Property Records Storage	313 S. Bloxham Ave.	Tavares	1376742	3	1
Public Defender	123 N. Sinclair Ave.	Tavares	1277353	10	1
Road Operations Center	12901 County Landfill Rd	Tavares	1111935	8	2
Sheriff's South Lake Substation	15855 SR50	Clermont	3815486	2	1
Warehouse/Clerk's Office	32400 County Rd 473	Leesburg	1184517	12	1
Water Resource Lab	12923 County Landfill Rd	Tavares	1441421	2	1

ADDENDUM NO. 1 **26-916**

LAKE COUNTY, FL

Office of Procurement Services

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

SOLICTATION: Lawn Maintenance 08/06/2026

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO AUGUST 18, 2026, AT 3:00PM (EST).

QUESTIONS/RESPONSES

1. Can you please provide the current contract for this ITB?

   Response: The current contract is available online at https://c.lakecountyfl.gov/offices/procurement_services/bid_details.aspx?bid_number=21-0449&mylakefl=True#docaccess-699922917753 13a3008ae6f602f99776

2. Can you please provide the previous bid tab for this ITB?

   Response: The previous bid tab can be found online at https://c.lakecountyfl.gov/offices/procurement_services/bid_details.aspx?bid_number=21-0449&mylakefl=True#docaccess-c548209346efc92a180fc669047b5377

3. Who is/are the current contractors of this ITB?

   Response: Aero-Groundtek, LLC

4. What is the current contract value?

   Response: Annual cost of $501,600.00

5. Will contractors be allowed contract price escalations based on CPI each renewal year?

   Response: See Exhibit C – Lake County General terms and Conditions, page 9, Price Redeterminations

6. Will all locations be awarded to one contractor or will each location be awarded based on lowest bid?

   Response: All locations will be awarded to a single contractor.

7. What is the annual frequency that bidders should utilize for mowing, edging, trimming and hand weeding? This will ensure that all pricing will be in an apples-to-apples comparison.

   Response: The Scope of Work does not prescribe a fixed annual frequency for mowing, edging, trimming, or hand weeding. These services are performance-based, and the Contractor is

responsible for determining the service schedule based on need, weather conditions, and other factors affecting growth to maintain the properties in a consistently attractive, well-manicured condition.

8. For the towers on the pricing sheet that state 'See Note 1', will these locations also be cut only once per month?

   Response: No. Contractors are expected to maintain these locations in accordance with the performance standards and requirements set forth in the Scope of Work.

9. Please confirm that the 'Only cut one time a month' means 12 times per year and not only cut once per month during the growing season (8 times per year)?

   Response: The Scope of Work does not establish a fixed annual mowing frequency. Section 3.3.2 requires the Contractor to determine the work schedule based on need, weather conditions, and other factors affecting growth, while maintaining the properties in a consistently attractive, well-manicured condition. The Contractor is responsible for providing services as necessary to meet the performance standards outlined in the Scope of Work.

10. Could you please provide maps with boundary lines for each location so that every bidder is bidding to the same parameters?

    Response: The County will not be providing maps with boundary lines for each location. The Pricing Sheet includes the Alternate Key for each property, which bidders may use to identify the parcel through the Lake County Property Appraiser's website. Bidders are encouraged to review the property information and conduct site visits, if necessary, to familiarize themselves with the areas to be maintained and prepare their pricing accordingly.

11. Are bidders required to list Lake County Government projects as a reference, or is this referring to if you are going to utilize Lake County Government as a reference not to use more than two references?

    Response: If a bidder utilizes Lake County Government as a reference, no more than two (2) of the County projects shall be used as references

12. Are contractors required to monitor and adjust irrigation clock run times, or are they required to just perform repairs on irrigation systems?

    Response: As stated in Section 4 of the Scope of Work, the Contractor shall assume all responsibility for the inspection, maintenance, repair, and alteration of the irrigation systems to ensure they operate as designed, providing adequate coverage, application rates, and frequencies for all County facilities. This includes maintaining all irrigation components necessary for system operation, such as controllers/timers. Accordingly, the Contractor is expected to monitor and adjust irrigation clock run times, as necessary, to ensure the irrigation systems function properly and efficiently.

13. Will all initial repair of the facilities be priced and paid for additionally during the first forty-five days of the contract?

    Response: No. The initial repair and site improvement work required during the first forty-five (45) business days is included within the Contractor's responsibilities under the contract and is not separately priced or compensated. The Contractor is responsible for completing the initial site improvements as specified in Section 3.1.2 and maintaining those conditions throughout

the contract term. Only additional landscaping improvements specifically requested by the County after the initial site improvements have been completed may be quoted separately in accordance with Section 3.1.4.

14. On average, how many service visits for mowing and detail work have been provided per year over the past 3-5 years?

Response: The Scope of Work does not establish a fixed annual mowing frequency or a required number of service visits per year. Section 3.3.2 requires the Contractor to determine the service schedule based on site conditions, weather, seasonal growth patterns, and other factors affecting landscape maintenance needs, while maintaining the properties in a consistently attractive and well-manicured condition. The Contractor is responsible for providing mowing and detail services as necessary to meet the performance standards and requirements outlined in the Scope of Work. The frequency of visits may vary depending on weather conditions, growth rates, and the specific needs of each location.

15. How many total palm trees are there which will require pruning?

Response: Contractors are responsible for conducting their own site visits and due diligence to determine the quantity of palm trees and the scope of work necessary to prepare their proposals.

16. Please confirm that Spanish moss removal is only required to the same height as tree pruning is required. If not, what is the maximum height that this service will be required?

Response: The Scope of Work does not establish a maximum height for Spanish moss removal. Section 3.9.2 requires the Contractor to remove Spanish moss as needed when a heavy infestation is present or when the moss accumulation detracts from the health, safety, or appearance of the tree. The removal of Spanish moss is included as part of all tree trimming activities and must be performed in a manner that does not damage the tree.

17. How many total irrigation controllers and individual irrigation zones are there which will require maintenance under this contract? Please also provide this count by location so pricing can be accurately allocated where needed.

Response: This will be addressed in a forthcoming addendum.

18. Please confirm that only repairs required by damage caused by the contractor to the irrigation system will be at the expense of the contractor, but that all other repairs will be paid additionally to the contractor.

Response: As stated in Section 4 of the Scope of Work, the Contractor shall assume all responsibility for the inspection, maintenance, repair, and alteration of the irrigation systems to ensure they operate as designed, providing adequate coverage, application rates, and frequencies for all County facilities. This includes maintaining all irrigation components necessary for system operation, such as controllers/timers.

19. Are there any minimum quantities of applications for herbicide, pesticide, fungicide, fertilizers, etc. that are required? How many applications of these types have been historically provided on an annual basis?

Response: No. Contractors are expected to maintain these locations in accordance with the performance standards and requirements set forth in the Scope of Work. As stated in Section

5.1.2 of the Scope of Work, the Contractor shall perform all treatments required to maintain a green, health landscape free if disease, pests, and weeds.

20. Are subcontractors permitted for some irrigation needs, pesticide application and the chemical lawn requirements, or must that work be performed by an employee of the primary contractor?

    Response: Yes. Subcontractors may be utilized for irrigation needs, pesticide applications, and chemical lawn requirements, provided they meet all applicable requirements outlined in Exhibit D – Sample Agreement for Contract No. 26-916 and comply with the performance standards and requirements set forth in the Scope of Work. The use of subcontractors shall not result in any change to the monthly service charge or contract pricing. The primary Contractor remains responsible for ensuring all services are performed in accordance with the contract requirements.

21. Is there an estimated budget for this contract?

    Response: The previous year's expenditure for these services was approximately $552,285.00.

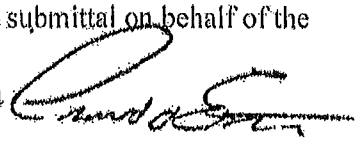
22. Are there any issues that arose that a new contractor should be aware of? Particularly any foreseeable issues that will impact budgets, man hours etc.?

    Response: The Contractor should be aware that service requirements may vary throughout the contract term due to seasonal changes, weather conditions, site conditions, and unforeseen landscape needs. Contractors are expected to allocate sufficient resources, including labor, equipment, materials, and man-hours, to meet the performance standards and requirements outlined in the Scope of Work. No specific issues are anticipated at this time that would significantly impact the budget or required resources. However, the Contractor should evaluate all locations during the solicitation process and consider existing site conditions when preparing their proposal.

ACKNOWLEDGEMENT

Firm Name: Amado Estremera

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: **Amado Estremera** 

Date: 8/7/2026

Print Name: Amado Estremera

Title: Owner

Primary E-mail Address: Ayopaservices@gmail.com

Secondary E-mail Address: Ayopaservices@gmail.com

ADDENDUM NO. 2 **26-916**

LAKE COUNTY, FL

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

SOLICTATION: Lawn Maintenance 08/18/2026

Vendors are responsible for receiving and acknowledging all solicitation addenda. A signed copy of each addendum must be included with the solicitation response. Failure to acknowledge any addendum may result in disqualification from award consideration.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO SEPTEMBER 1, 2026, AT 3:00PM (EST).

QUESTIONS/RESPONSES

1. Could you please provide maps with boundary lines for each location so that every bidder is bidding to the same parameters?

   Response: Exhibit E – Irrigation Master List is hereby added to the Solicitation Documents.

ADDITIONAL INFORMATION

Attachment 3 – Pricing Sheet has been revised and is hereby added to the solicitation documents.

ACKNOWLEDGEMENT

Firm Name: Ayopa,inc.

I certify my electronic signature carries the same legal effect as a signature made under oath and I am an authorized representative, with full authority to execute this submission on the vendor's behalf.

Signature of Legal Representative Submitting this Bid: Amado Estremera

Date: 8/19/2026

Print Name: Amado Estremera

Title: Owner

E-mail Address: Ayopaservices@gmail.com

ADDENDUM NO. 3 **26-916**

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: Lawn Maintenance 08/28/2026

Vendors are responsible for receiving and acknowledging all solicitation addenda. A signed copy of each addendum must be included with the solicitation response. Failure to acknowledge any addendum may result in disqualification from award consideration.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO SEPTEMBER 3, 2026, AT 3:00PM (EST).

ADDITIONAL INFORMATION

Attachment 3 – Pricing Sheet has been revised 8.28.26 to correct a cell error (J30), with no other changes made. The Closing Date has been changed to September 3rd to allow for the update. If the 8.18.26 version is submitted instead of the 8.28.26 version, Procurement will correct cell J30.

ACKNOWLEDGEMENT

Firm Name: Ayopa,Inc.

I certify my electronic signature carries the same legal effect as a signature made under oath and I am an authorized representative, with full authority to execute this submission on the vendor's behalf.

Signature of Legal Representative Submitting this Bid: **Amado Estremera**

Date: 8/28/2026

Print Name: Amado Estremera

Title: Owner

E-mail Address: ayopaservices@gmail.com

The undersigned hereby declares that Ayopa, Inc. has reviewed and accepts 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 **LAWN MAINTENANCE** 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. 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. **INVOICING**
As stated in Exhibit D – Sample Agreement.

The County's preferred method for invoice payment is electronic remittance via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3. **CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS**
I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors 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 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, 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 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. **PROJECT COMPLETION CERTIFICATION**
Contractor shall provide all labor, materials, equipment, and services required to deliver a complete and properly functioning installation acceptable to Lake County at the pricing submitted. Contractor expressly acknowledges and agrees that any omissions or misdescriptions in the drawings or specifications that are necessary to fulfill the intent of the Contract, or that are customarily performed in the proper execution of such Work, shall not relieve the Contractor of its obligation to fully complete the Work at the pricing submitted. All such omitted or misdescribed items shall be furnished, executed, and completed as if fully and accurately described in the Contract. No change order shall be issued for incidental items or tasks that a competent contractor should have reasonably inferred as part of the Work.

I certify I have reviewed this Section 5.0 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. Click or tap here to enter text. NONE

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) Hispanic Hispanic
and enter OSD Certification Number Haven't received New Certificate yet.
and enter effective date 4/1/2026 to date 4/1/2028

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** – N/A

11. **LOCAL VENDOR PREFERENCE** – N/A

12. **GENERAL VENDOR INFORMATION**
Firm Name: Ayopa,Inc.
Street Address: 1450 Kastner place unit 124
City: Sanford State and ZIP Code: Florida 32771
Mailing Address (if different): 1450 Kastner place unit 124 Sanford, Fl 32771
Telephone: 407 923 4311
Purchase Order Email Address: Ayopaservices@gmail.com
Federal Identification Number / TIN: 47-1995811

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: **Amado Estremera**
Date: 8/7/2026
Print Name: Amado Estremera
Title: Owner
Primary E-mail Address: Ayopaservices@gmail.com
Secondary E-mail Address: Ayopaservices@gmail.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.

[The remainder of this page is intentionally blank]

Ayopa,Inc.

Supply manufacturer, model number and year of equipment to be utilzed during Contract. A title, bill of sale or lease agreement may be requested to support the availability of all larger equipment items.

Manufacturer	Model Number	Year
KUBOTA	20121 1L372 (10)	2025
KUBOTA	RTV 520-A (5)	2025
KUBOTA	RTV 520-A (5)	2024
KUBOTA MOWERS	2726XKWNC-60 (18)	2024
KUBOTA MOWERS	2726XKWNC-75 (14)	2025
KUBOTA MOWERS	2726XRWNK-125(15)	2020
KUBOTA HEDGE TRIM	H191K (17) 548290160	2024
KUBOTA EDGERS	FC91 (15) 5429810	2023
MAGNUM BACKPACKS	BR800 X (45) 549089649	2024
KUBOTA	FC 91 STFC91 54-729862	2025
STIHL CHAIN SAWS	MS261CM 23RM 54725084 (25)	2024
STHIL TRIMMERS	FS91R AUTO 54820560 (42)	2022
KUBOTA SCL 1000	BRAND NEW	2026
KUBOTA ATTACHMENTS FOR MACHINE	CHIPPERS, AND FOR LAND CLEARING	2026
KUBOTA Z726X	MOWERS 72 HAVE (12)	2024
EXMARK STAND UPS MOWERS	VXX999EKA72678 (8)	2025
KUBOTA MOWERS ACS 72'S	VXX999EKA72600 (13)	2025

LAKE
COUNTY, FL

AFFIDAVIT OF COMPLIANCE WITH FLORIDA & FEDERAL LAW

Before me, the undersigned authority, personally appeared **(Name of affiant)** Amado Estremera, who, after being first duly sworn, deposes and says of their personal knowledge the following:

1. Affiant is the **(Title)** Owner of **(Business Name)** Ayopa, Inc. 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 Business is not owned by a foreign country of concern, 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 Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.

4. *Compliance with Human Trafficking Laws*: I affirm Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

5. *Compliance with Prohibition on Support of Terrorist Organizations:* I affirm Business is in full compliance with Section 943.03102, Florida Statutes; Business does not, and will not directly, or indirectly support a foreign or domestic terrorist organization, or any member of such organization, nor enter into any contract with or accept any funds from a foreign or domestic terrorist organization whose designation as such has been published in the Florida Administrative Register in accordance with applicable law.

6. *Prohibition Related to Diversity, Equity, and Inclusion.* I affirm Business is in full compliance with Section 287.139, Florida Statutes; Business will not and does not utilize funds provided by County in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1).

7. *Compliance with 8 USC 1621.* I acknowledge that the State of Florida has not "opted out" of 8 USC 1621 and affirm if Business is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621.

8. 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 7th day of August, 2026.

BY: _____
Signature of Affiant

Amado Estremera
Printed Name

STATE OF Florida
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 7 day of August, 2026, by Amado Estremera, who is ☐ personally known to me or ☑ has produced identification (type): DL.

Notary Public State of Florida
Monica D. Solomayor Gomez
My Commission HH 611734
Expires 1/27/2029

Monica D. Solomayor Gomez
(Notary Signature)

(SEAL)

The International Society of Arboriculture

Hereby Announces That

Tim Muench

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

28 August 1999	31 December 2026	FL-0469A
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

State of Florida
Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Certificate Number: JF173078

BRANDON DEPALMA

This is to certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control,Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

WILTON SIMPSON
Commissioner of Agriculture

Issue Date: 05/28/2026

Expiration Date: 06/01/2027

CERTIFICATE OF COMPLETION



Amado Estremera Iii

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider: my online

myTTConline
83 Geneva Dr. Ste. 621394
Oviedo FL 32762
Phone: 407-901-0206

Verify this Certificate by visiting www.motadmin.com

05/23/2025	05/09/2029	JO	642063
Issue Date	Expiration Date	Instructor	Certificate No.

FDOT

UF IFAS Extension
UNIVERSITY of FLORIDA

Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510
Tallahassee, Florida 32399-2400

Florida-Friendly Landscaping™ GI-BMP PROGRAM

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training. Your certificate and wallet card are below. If the certificate is not correct, please contact the GI-BMP office of the UF/IFAS Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

To legally apply fertilizer commercially in Florida, you need the Limited Urban Commercial Fertilizer Applicator Certification from Florida Department of Agriculture and Consumer Services (FDACS). Use the certificate # below to apply online: https://acsecomm.fdacs.gov For help: FDACS Pest Control Licensing and Certification (850) 617-7997

If your GI-BMP test score is 90% or higher, you may be eligible to become a GI-BMP Instructor. Learn more at https://ffl.ifas.ufl.edu/ffl-and-you/gi-bmp-program/instructor-program/

GI-BMP Certificate #: GV930132-1
Certification Date: 01/28/2025
Test Score: 85%

Amado Estremera III
2053 Biltmore Pt
Longwood, FL 32779

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Amado Estremera III

GV930132-1
Certificate #

GV930132
Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

UF IFAS Extension
UNIVERSITY of FLORIDA

GV930132-1
Certificate #

GV930132
Trainee ID #

Florida-Friendly Landscaping™ GI-BMP PROGRAM

Certificate of Training

Best Management Practices

Florida Green Industries

The undersigned hereby acknowledges that

Amado Estremera III

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman
Assistant Director Florida-Friendly Landscaping™ Program

T. Wichman
Instructor

01/28/2025
Date

Claire Lewis, MLA
Interim Director Florida-Friendly Landscaping™ Program

Ayopa, Inc.

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 the specified requirements listed and implied. Actual hours required are unknown and estimates if provided, are for evaluation purposes only.

Alterations to locked cells may result in disqualification of submission.

OFFICE OF FACILITIES MANAGEMENT LAWN CARE MASTER LIST

No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
1	320 Building	320 W. Main St.	Tavares	3890281	N/A	300	$19.00	$19.00	$338.00	$4,056.00
2	323 Public Works Administration	323 N Sinclair Ave	Tavares	1497469	N/A	300	$17.00	$17.00	$334.00	$4,008.00
3	350 Public Works Engineering	350 N Sinclair Ave	Tavares	1497469	N/A	300	$19.00	$19.00	$338.00	$4,056.00
4	418 Building	418 Alfred St	Tavares	1277337	N/A	300	$19.00	$19.00	$338.00	$4,056.00
5	Agricultural Center	1951 Woodlea Rd	Tavares	1391105	N/A	300	$19.00	$19.00	$338.00	$4,056.00
6	Animal Control (Old)	28123 CR 561	Tavares	3701267	N/A	300	$19.00	$19.00	$338.00	$4,056.00
7	Animal Shelter Rear SW Corner	12280 CR 448	Tavares	3915421	Only cut one time a month	300	N/A	N/A	$300.00	$3,600.00
8	Area I Road Maintenance	2310 W. Griffin Rd	Leesburg	1171245	N/A	500	N/A	$19.00	$519.00	$6,228.00
9	Area II Road Maintenance	609 Diston Ave.	Minneola	1659388	N/A	300	N/A	$19.00	$319.00	$3,828.00
10	Area III Road Maintenance	19720 East 5th St	Leesburg	1171245	N/A	300	N/A	$19.00	$319.00	$3,828.00

EXHIBIT B

No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
11	Cagan Crossings Library	16729 Cagan Oaks	Clermont	3815905	N/A	550	$50.00	$50.00	$650.00	$7,800.00
12	Central Energy Plant 2009	445 W. Alfred St.	Tavares	1277353	N/A	325	$19.00	$19.00	$363.00	$4,356.00
13	Clerk's Auditor's Office	401 E. Alfred St.	Tavares	2808489	N/A	325	$19.00	$19.00	$363.00	$4,356.00
14	County Administration Building	315 W. Main St.	Tavares	1276489	N/A	325	$19.00	$19.00	$363.00	$4,356.00
15	Detention Center	551 W. Main St.	Tavares	1686083 & 2749245 & 1375088	N/A	325	$19.00	$19.00	$363.00	$4,356.00
16	Detention Center Rear Secured Areas	551 W. Main St.	Tavares	1686083 & 2749245 & 1375088	N/A	325	$19.00	$19.00	$363.00	$4,356.00
17	Detention Center Right of Ways and Corner of Main & Sinclair	551 W. Main St.	Tavares	1686083 & 2749245 & 1375088	N/A	325	$19.00	$19.00	$363.00	$4,356.00
18	Emergency Communications and Operations Center (ECOC)	425 W. Alfred St.	Tavares	1277353	N/A	300	$19.00	$19.00	$338.00	$4,056.00
19	EMS 131	26201 SR 44	Eustis	2929413	N/A	300	N/A	$19.00	$319.00	$3,828.00
20	EMS Support Services	2345 S. 14th Street	Leesburg	1741602	N/A	300	N/A	$19.00	$319.00	$3,828.00
21	Fairgrounds	2101 County Rd 452	Eustis	1122767	N/A	1370	$25.00	$25.00	$1,420.00	$17,040.00

No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
22	Fire Rescue Training	20763 US HWY 27	Groveland	3612132	N/A	325	$19.00	$19.00	$363.00	$4,356.00
23	Fire Station 10	23023 SR 40	Astor	2987898	N/A	300	N/A	$19.00	$319.00	$3,828.00
24	Fire Station 109	11630 Lakeshore Dr.	Clermont	2603968	N/A	325	$19.00	$19.00	$363.00	$4,356.00
25	Fire Station 11	47544 SR 19	Altoona	1246555	N/A	300	N/A	$19.00	$319.00	$3,828.00
26	Fire Station 110	6234 County Rd 561	Clermont	2945168	N/A	325	N/A	$19.00	$344.00	$4,128.00
27	Fire Station 111	8805 Bay Lake Rd (CR 565)	Groveland	3793530	N/A	325	$19.00	$19.00	$363.00	$4,356.00
28	Fire Station 112	16240 County Rd 474	Clermont	3799038	N/A	325	$19.00	$19.00	$363.00	$4,356.00
29	Fire Station 13	25250 CR 42	Paisley	3874357	N/A	300	$19.00	$19.00	$338.00	$4,056.00
30	Fire Station 13 (field on left side of fire station)	25250 CR 42	Paisley	2606690	N/A	300	N/A	$19.00	$319.00	$3,828.00
31	Fire Station 14	18840 CR 42	Altoona	1786312	N/A	300	$19.00	$19.00	$338.00	$4,056.00
32	Fire Station 15	40601 Palm Dr.	Pine Lakes	1536715	N/A	300	N/A	$19.00	$319.00	$3,828.00
33	Fire Station 19 and Retention Pond	38816 Carroll St	Umatilla	2945117	N/A	300	N/A	$19.00	$319.00	$3,828.00
34	Fire Station 20	37711 SR 19	Umatilla	1428459	N/A	300	N/A	$19.00	$319.00	$3,828.00
35	Fire Station 21	25100 County Rd 44A	Eustis	2910208	N/A	300	N/A	$19.00	$319.00	$3,828.00
36	Fire Station 27	19212 SR 44	Eustis	2598859	N/A	300	N/A	$19.00	$319.00	$3,828.00
37	Fire Station 39	24815 Wallick Rd	Sorrento	3919273	N/A	300	$19.00	$19.00	$338.00	$4,056.00
38	Fire Station 39 (Old)	31431 Walton Health	Sorrento	1361842	N/A	300	N/A	$19.00	$319.00	$3,828.00
39	Fire Station 52	306 W. Hermosa St	Lady Lake	1120845	N/A	300	N/A	$19.00	$319.00	$3,828.00
40	Fire Station 53	2505 Spring Lake Rd	Fruitland Park	2585196	N/A	300	N/A	$19.00	$319.00	$3,828.00

No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
41	Fire Station 54	6200 Lake Griffin Rd	Lady Lake	3343620	N/A	300	N/A	$19.00	$319.00	$3,828.00
42	Fire Station 59	1201 Lewis Rd	Leesburg	2851830	N/A	300	N/A	$19.00	$319.00	$3,828.00
43	Fire Station 70	531 Sunnyside Dr.	Leesburg	2664410	N/A	300	N/A	$19.00	$319.00	$3,828.00
44	Fire Station 70 (Lot behind station)	531 Sunnyside Dr.	Leesburg	2664428	N/A	300	N/A	$19.00	$319.00	$3,828.00
47	Fire Station 71	11305 Park Av	Leesburg	1180503	N/A	300	N/A	$19.00	$319.00	$3,828.00
48	New Fire Station 71	33661 County Rd 473	Leesburg	1811449	N/A	300	N/A	$19.00	$319.00	$3,828.00
49	Fire Station 71 (field on the right side of the fire station)	33661 County Rd 473	Leesburg	1390222	N/A	300	N/A	$19.00	$319.00	$3,828.00
48	Fire Station 72	12340 County Rd 44	Leesburg	2562650	N/A	300	N/A	$19.00	$319.00	$3,828.00
49	Fire Station 76	8819 County Rd 48	Yalaha	2788453	N/A	300	N/A	$19.00	$319.00	$3,828.00
50	Fire Station 77	13431 Ohio Street	Astatula	1605920	N/A	300	N/A	$19.00	$319.00	$3,828.00
51	Fire Station 78	16345 CR 448	Mt Dora	3844903	N/A	300	$19.00	$19.00	$338.00	$4,056.00
52	Fire Station 82	24939 US Hwy 27	Leesburg	2841567	N/A	300	$19.00	$19.00	$338.00	$4,056.00
53	Fire Station 83	15303 Ferndale Community Rd - 12' wide path along the road on the lot next to FS83	Ferndale	1590787	N/A	300	N/A	$19.00	$319.00	$3,828.00
54	Fleet Maintenance & Public Safety Support- Includes the retention pond	20423 Independence Blvd	Groveland	1390885	N/A	500	$75.00	$75.00	$650.00	$7,800.00
55	Ford Commerce Park	20423 Independence Blvd (3 entrances and medians)	Groveland	2540427	N/A	325	N/A	$19.00	$344.00	$4,128.00

No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
56	Forest Hills Community Center	31039 Lake Mack Rd	Deland	2540427	N/A	300	N/A	$19.00	$319.00	$3,828.00
57	Fuel Station	12835 County Landfill Rd	Tavares	1111935	N/A	300	N/A	$19.00	$319.00	$3,828.00
58	Guardian Ad Litem	518 W. Alfred St.	Tavares	1822807	N/A	300	N/A	$19.00	$319.00	$3,828.00
59	Historic Courthouse	317 W. Main St.	Tavares	1276471	N/A	600	$19.00	$19.00	$638.00	$7,656.00
60	Historic Courthouse Right of Ways	318 W. Main St.	Tavares	1276471	N/A	490	$25.00	$25.00	$540.00	$6,480.00
61	Judicial Center	550 W. Main St.	Tavares	1277353	N/A	1300	$25.00	$25.00	$1,350.00	$16,200.00
62	Judicial Center Right of Ways	551 W. Main St.	Tavares	1277353	N/A	1300	$25.00	$25.00	$1,350.00	$16,200.00
63	Marion Baysinger Library	756 W. Broad St	Groveland	1523729	N/A	325	$19.00	$19.00	$363.00	$4,356.00
64	Marion Baysinger Library Lot	810 W. Broad St	Groveland	1524083	N/A	325	N/A	$19.00	$344.00	$4,128.00
65	Parking Garage	200 N. Sinclair Ave.	Tavares	2534770	N/A	300	$19.00	$19.00	$338.00	$4,056.00
66	Probation Office	2401 Woodlea Rd	Tavares	3378695	N/A	300	$19.00	$19.00	$338.00	$4,056.00
67	Property Records Storage	313 S. Bloxham Ave.	Tavares	1376742	N/A	300	$19.00	$19.00	$338.00	$4,056.00
68	Public Defender	123 N. Sinclair Ave.	Tavares	1277353	N/A	300	$19.00	$19.00	$338.00	$4,056.00
69	Road Operations Center	12901 County Landfill Rd	Tavares	1111935	N/A	300	$19.00	$19.00	$338.00	$4,056.00
70	Sheriff Visitation	28129 CR 561	Tavares	3701241	N/A	300	N/A	$19.00	$319.00	$3,828.00

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No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
71	Sheriff's Administration Building	360 Ruby St.	Tavares	1276471	N/A	300	$19.00	$19.00	$338.00	$4,056.00
72	Sheriff's South Lake Substation	15855 SR50	Clermont	3815486	N/A	325	$19.00	$19.00	$363.00	$4,356.00
73	Tower-Apopka	6578 Mt Plymouth Rd	Apoka		See Note 1	200	$19.00	$19.00	$238.00	$2,856.00
74	Tower-Astatula	26312 CR 561	Astatula	1441781	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
75	Tower-Astor	23025 SR 40	Astor	2987898	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
76	Tower-Buckhill	21923 S. Buckhill Rd	Clermont	3781402	See Note 1	225	N/A	$19.00	$244.00	$2,928.00
77	Tower-Groveland	12331 Dry Fork Rd	Groveland	2822317	See Note 1	225	N/A	$19.00	$244.00	$2,928.00
78	Tower-Lady Lake	1113 Teal Lane	Lady Lake	1771391	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
79	Tower-Leesburg DOT	548 S. 14th St	Leesburg	1398525	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
80	Tower-Leesburg Mall Water	10399 US Hwy 441	Leesburg	2856688	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
81	Tower-Leesburg Water Treatment	1550 CR 470	Okahumpka	1038413	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
82	Tower-Minneola	18250 Scrub Jay Lane	Clermont	3824094	See Note 1	225	N/A	$19.00	$244.00	$2,928.00
83	Tower-Mt Dora Water Treatment	1870 SR 46	Mt Dora	1048460	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
84	Tower-Orange Mountain	8325 N. Bradshaw Rd	Clermont	1462436	See Note 1	225	N/A	$19.00	$244.00	$2,928.00
85	Tower-Progress Energy	14237 SR 50	Clermont	1648203	See Note 1	225	N/A	$19.00	$244.00	$2,928.00
86	Tower-Royal Trails	30301 Seagrape Ave	Eustis	1785251	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
87	Tower-Sorrento	27020 CR 46A	Sorrento	3433688	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
88	Tower-Station 110	6234 County Rd 561	Clermont	2945168	See Note 1	225	N/A	$19.00	$244.00	$2,928.00

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No.	Building Name	Street	City	Alt. Key	Notes	Lawn Care Cost/ Month	Irrigation Cost/ Month	Chemical Lawn Cost/Month	Total Monthly Cost	Total Annual Cost
89	Tower-Station 112	16300 CR 474	Clermont	3799038	See Note 1	225	N/A	$19.00	$244.00	$2,928.00
90	Tower-Station 13	25250 County Rd 42	Paisley	2606690	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
91	Tower-Tavares Water	316 N. Ingraham Ave	Tavares	1277680	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
92	Tower-Umatilla SBA	19430 E. 3rd St	Umatilla	3457404	See Note 1	200	N/A	$19.00	$219.00	$2,628.00
93	Traffic Operations	28127 CR 561	Tavares	3701259	N/A	200	N/A	$19.00	$219.00	$2,628.00
94	Transit Services	2440 US Hwy 441/27	Fruitland Park	1740061	N/A	200	N/A	$19.00	$219.00	$2,628.00
95	Warehouse/Clerk's Office	32400 County Rd 473	Leesburg	1184517	N/A	200	$16.00	$16.00	$232.00	$2,784.00
96	Water Resource Lab	12923 County Landfill Rd	Tavares	1441421	N/A	200	$15.00	$15.00	$230.00	$2,760.00
97	WMFO	12835 County Landfill Rd	Tavares	1441421	N/A	200	N/A	$19.00	$219.00	$2,628.00
								Section 1: Facilities Maintenance Total	**$34,148.00**	**$409,776.00**

Note 1: Tower sites shall include mowing, hand weeding, and tree/shrub trimming (as applicable) of the entire area inside the fencing and 3' around the perimeter of the fenced area. Tower sites shall also include mowing and tree/shrub trimming of the driveway from the main paved road to the tower location in order to provide access for vehicles at all times.

Pricing for Additional Work Not Specified in Scope

Section 2: Hourly Rates

Detailed Description	Hourly Rate
Lead worker - Labor for regular business hours (8am to 5pm), beyond monthly contract	$47.50
Helper Services -Labor for regular business hours (8am to 5pm), beyond monthly contract	$24.50
Lead worker - Labor for after regular business hours and weekends, beyond monthly contract	$49.50
Helper services - Labor for after regular business hours and weekends, beyond monthly contract	$28.50

Section 3: Additional Work

Description	Estimated Cost Per SF
St. Augustine sod removed and installed	$1.25
Bahia sod removed and installed	$1.25

Description	Per 1/2 Acre Cost
Bush Hogging	$110.00
Description	**Per Cubic Yard**
Debris Removal	$1.15

Section 4: Mark-Up Percentage

Materials	Mark-Up Percentage
Irrigation Parts	20.00%
Plants and Trees	20.00%

The following information is required for price redetermination consideration.

Enter type of fuel used: **Diesel or Gasoline**	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	20.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost	40.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating	40.00%
Must equal 100%	100.00%

Contractor(s) shall submit an itemized estimate for each project, detailing the regular hourly wages for each classification and percentage discounts or mark-ups applied to materials/equipment. Estimates must specify the number of work hours per classification and the costs of materials/equipment. Lump sum estimates shall not be accepted. Projects will be awarded based on the lowest estimate or may be rejected if deemed in the best interests of the County.

County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be provided for any direct purchasing. Contractor is responsible for paying all taxes on materials purchased for the project.

County will neither accept nor authorize payment for travel time or travel-related expenses incured by Contractor personnel to any County facility. Billable time shall begin only upon arrival at the job site and will apply exclusively to service work performed.

This is an indefinite quantity contract with no guaranteed usage of services. County does not guarantee any specific dollar amount will be spent under any contract resulting from this solicitation.

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.]