



Lake County

WATER AUTHORITY

CONTRACT NO. 26-W402C

For

PAVING AND STRIPING SERVICES

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of Lake County Water Authority Commissioners (hereinafter "LCWA") does hereby accept, with noted modifications, if any, the bid of **Pro Way Paving Systems, LLC.** (hereinafter "Contractor") to supply **paving and striping services** to the LCWA pursuant to LCWA Bid number 26-402, with an opening date of 4/9/2026, and Contractor's Bid response dated 3/25/2026, thereto with all LCWA Bid provisions governing.

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

ATTACHMENTS:

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor)

Attachment 2 – Affidavit – Entities and Trafficking

Attachment 3 – Pricing Sheet

Addenda 1, 2, and 3

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C - [General Terms and Conditions for Lake County Water Authority dated 05-06-2024](#)

Exhibit D – Federal Funding Clauses

Exhibit E – FY2025 Projects

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

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

The Contract initial term is from 09/01/2026 through 08/31/2027, with the option for two subsequent two-year renewals. This LCWA reserves the right to terminate this Contract for its convenience upon thirty (30) days' written notice to the Contractor.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

Approved as to form and legality:

Attorney for LCWA

Lake County Water Authority

Bobby Bonilla, Executive Director

Date: 7-22-26

The undersigned hereby declares that Pro Way Paving Systems LLC 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 **PAVING AND STRIPING SERVICES**. 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. PAYMENT

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

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

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

3. CERTIFICATION REGARDING 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

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

4. CERTIFICATION REGARDING LAKE COUNTY WATER AUTHORITY TERMS AND CONDITIONS

I certify that I have reviewed the LCWA General Terms and Conditions and accept the Lake County Water Authority General Terms and Conditions dated 5/6/24 as written including the Proprietary/Confidential Information section. YES

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

5. CERTIFICATION REGARDING SECTION 287.135

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

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

6. 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

7. 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.](#)

8. 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

9. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

10. 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.

11. FEDERAL FUNDING REQUIREMENT

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

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

Registration or search can be conducted here: [SAM Directory and Registration website](#)

11.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): RKEGZD47CKR3

12. LOCAL VENDOR PREFERENCE – N/A

13. GENERAL VENDOR INFORMATION

Firm Name: Pro Way Paving Systems LLC

Street Address: 7314 Nundy Ave

City: Gibsonton State and ZIP Code: FL, 33534

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

Telephone: 813-506-4666

Purchase Order Email Address: ginav@prowaypaving.com

Federal Identification Number / TIN: 27-1417677

14. 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: *Gina Vollmer*

Date: 3/25/2026

Print Name: Gina Vollmer

Title: Controller

Primary E-mail Address: ginav@prowaypaving.com

Secondary E-mail Address: renee@prowaypaving.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]

LCWA
Lake County
WATER AUTHORITY

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

Before me, the undersigned authority, personally appeared (Name of affiant) Gina Vollmer, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

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

Signed and Delivered on the 25 day of March, 2024.

BY:

Gina Vollmer
Signature of Affiant

Gina Vollmer
Printed Name

STATE OF Florida
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2024, by Gina Vollmer, who is ☒ personally known to me or ☐ has produced identification (type): _____.

Renee Wood
(Notary Signature)

(SEAL)



Pro Way Paving Systems LLC

The Contractor will furnish all labor, materials, tools, transportation and equipment necessary to provide sealcoating, paving repairs and striping on an as needed basis to the County. Services will be performed in accordance with the specifications listed.

ITEM #	ITEM DESCRIPTION	Unit of Measurement	Cost
1	Striping	Linear Foot	\$0.60
2	Directional Arrows	Each	\$50.00
3	Stop Bars	Each	\$50.00
4	Handicap Stalls	Each	\$500.00
5	Asphalt Removal	Square Foot	\$2.30
6	Asphalt Repair	Square Foot	\$2.30
7	Sealcoating	Square Foot	\$0.30
8	8" Limerock Installation	Square Foot	\$18.95
9	1" SP 9.5 Asphalt	Square Foot	\$2.30
10	1.5" SP 9.5 Asphalt	Square Foot	\$2.50
11	1.5" SP 12.5 Asphalt	Square Foot	\$2.50
12	1" Asphalt Milling	Square Foot	\$2.30
13	8"x8" Ribbon curb	Linear Foot	\$22.60
14	Signs and Posts	Each	\$500.00
15	Paint Wheel Stops	Each	\$18.00
16	Mobilization For Projects up to \$5,000.00		\$4,500.00
17	Mobilization For Projects up to \$10,000.00		\$4,500.00
18	Mobilization For Projects up to \$20,000.00		\$4,500.00
19	Mobilization For Projects up to \$50,000.00		\$4,500.00
20	Mobilization For Projects over \$50,000.00		\$4,500.00

The County reserves the right to negotiate with the Awarded Vendor for additional services/items

The following information is required for price redetermination consideration.

Enter type of fuel used: Diesel or Gasoline	Both
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?	10.00%
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 of wages?	30.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed	60.00%

Must equal 100%	100.00%
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 incurred 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.	
Contractor(s) shall submit an itemized estimate for each project, detailing the regular hourly wages for each classification and the percentage discounts or mark-ups applied to materials and equipment. Estimates must specify the number of work hours per classification and the costs of materials and equipment. Lump sum estimates shall not be accepted. Projects will be awarded based on the lowest written estimate or may be rejected entirely if deemed in the best interests of the County.	



Office of Procurement Services

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

SOLICITATION: Paving and Striping Services

03/10/2026

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

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

- Q1. Was there a previous contract on this same project? If so, could you prove the annual amount spent under the contract? And how long was it for?
- A. The current contract can be found here. The total expenditure under this contract for FY2025 amounted to \$243,695.40.
- Q2. I believe this is an as-needed basis, correct?
- A. Correct.
- Q3. On the bottom of the pricing form, percentages are required for three items. To get to 100%, is an item needed for equipment? Or should equipment % be included with fuel?
- A. Equipment shall be considered in each price redetermination line item and considered a vehicle.
- Q4. Exhibit A has an item for Asphalt Emulsion Sealcoating (2.1) but there is no item on the pricing sheet for sealcoating. Is sealcoating a part of this bid? If so, does an item need to be added?
- A. See REVISED Attachment 3 – Pricing Form 26-402 here: Details for Bid: 26-402
- Q5. Is it possible to receive a copy of the previous contractor's work orders? I would like to get an idea of the quantities/scope completed previously.
- A. See Exhibit F – FY2025 Projects.

ACKNOWLEDGEMENT

Firm Name: Pro Way Paving Systems LLC

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

Signature of Legal Representative Submitting this Bid: *Gina Vollmer*

Date: 03/25/2026

Print Name: Gina Vollmer

ADDENDUM NO. 1

26-402

Title: Controller

Primary E-mail Address: ginav@prowaypaving.com

Secondary E-mail Address: renee@prowaypaving.com



Office of Procurement Services

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

SOLICITATION: Paving and Striping Services

03/16/2026

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THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

Q6. What will the effective date of the contract be?

A. The contract start date will be after Board approval.

Q7. On the bottom of the pricing form, percentages are required for three items, fuel, wages, and materials only. This cannot equal 100% without the equipment added somewhere. Please advise.

A. Lake County is not paying for equipment. Rather, we are paying for the materials, wages, and fuel to perform the service. We will not adjust pricing for cost of equipment.

ACKNOWLEDGEMENT

Firm Name: Pro Way Paving Systems LLC

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

Signature of Legal Representative Submitting this Bid: *Gina Vollmer*

Date: 03/25/2026

Print Name: Gina Vollmer

Title: Controller

Primary E-mail Address: ginav@prowaypaving.com

Secondary E-mail Address: renee@prowaypaving.com



Office of Procurement Services

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

SOLICITATION: Paving and Striping Services

03/26/2026

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

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

- Q8. Can the striping item 1 be changed to SF since stripes vary in width?
- A. **No. Striping will remain linear feet, anticipate 4" lines and if the project requires 6" or 8" lines this will fall under additional services / items.**
- Q9. Is there a minimum, maximum or average of area(s) for repair that can be anticipated with each location?
- A. **No. There are no anticipated guaranteed quantities.**
- Q10. Are the pricing submitted in the Solicitation to be the only prices utilized on each proposal submitted?
- A. **No. Please read the following under item #20 of the pricing reads "The County reserves the right to negotiate with the awarded vendor for additional services / items".**
- Q11. Please clarify the intent of the second paragraph in the Scope of Work?
- A. **The best value to the County isn't just price but availability by the contractor and timeframe to complete the project and there could be other factors to be considered. (Example: "Emergency Projects")**
- Q12. How will removal/reset of wheel stops be paid?
- A. **Structure the removal / reset of wheel stops in your mobilization cost.**
- Q13. What size of signs is intended for pay item 13, Signs and Posts?
- A. **Vendor shall consider Pay item 14 "Signs & Posts" as an optional line item.**
- Q14. Scope of Work indicates the possibility of "Asphalt Emulsion Sealcoating" which outlines "crack sealer, chemical herbicide". How is this work to be paid for?
- A. **Section 1.2 indicates 100 % turnkey projects if needed the Contractor will include these associated costs in their bid proposal.**
- Q15. Asphalt repairs, section 2.2.4 indicates to place S III hot mix asphalt. Can an approved FDOT alternate mix design be utilized?
- A. **Yes, if approved by the County Project Manager.**

Q16. 8" x 8" ribbon curb: Scope of work indicates to install proper base material. What is considered proper base material and how thick and wide is it needed?

A. 6" minimum of lime rock or crushed concrete base.

Q17. Will all work be contained within parking lots/areas? Will any work require Maintenance of Traffic devices, lane closures?

A. Yes. MOT will be required since the County has trails and facilities which may require this additional line item.

Q18. Paragraph 1.2 states that the Contractor is to provide all-inclusive quotes to provide 100% turnkey projects that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment. What types of preventative maintenance, replacement of fixtures/equipment is expected under this solicitation/contract?

A. Types of Preventative maintenance – seal coating, replacement of fixtures – wheel stops, signs / posts.

Q19. Paragraph 1.5 indicates that all permits and fees (including inspection fees) as required to comply with all laws, ordinances, regulations and code requirements applicable to complete project. Will these fees be reimbursable? What fee structure should be anticipated?

A. No. These fees will not be reimbursable and anticipated fee structures will be based on permit fees if applicable or a failed inspection.

Q20. Paragraph 1.6 states that the Contractor shall furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc. to complete projects timely. Given this is a paving contract, what is the expectation for providing the equipment outlined? This type of equipment is not common to base and pavement work?

A. Correct. Equipment not commonly used for pavement work would fall under additional items if needed for projects.

Q21. Is there a requirement for any Quality Control Testing? If so, what kind and how much?

A. Contractor must provide compaction test results demonstrating that subgrade has been compacted to 98% AASHTO T-180 prior to pouring concrete and construction of asphalt roads/trails.

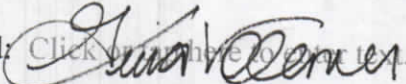
Q22. Does this bid require a bond?

A. No. Projects that require a bond will be bid out separately.

ACKNOWLEDGEMENT

Firm Name: Pro Way Paving Systems LLC

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

Signature of Legal Representative Submitting this Bid: 

Date: 3/31/2026

Print Name: Gina Vollmer

Title: Controller

Primary E-mail Address: ginav@prowaypaving.com

Secondary E-mail Address: renee@prowaypaving.com



Office of Procurement Services

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

SOLICITATION: Paving and Striping Services

04/01/2026

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

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

QUESTIONS/RESPONSES

- Q23. Bid Item 5, Asphalt Removal: What is the depth anticipated for this item? This bid item does not appear to have a scope of work.
- A. Contractor should anticipate 3-4" of asphalt as an average.
- Q24. Bid Item 6, Asphalt Repair: Scope paragraph 2.2.3 would indicate that the cost of limerock and paving is to be included in this bid item, however, there are other bid items such as limerock installation that appear to be for this scope of work. Please clarify what is to be included in Asphalt Repair.
- A. Contractors are expected to bid asphalt repairs to include proper base repair/installation, etc. Follow industry standards.
- Q25. Will QC testing be required for limerock and asphalt? Examples, density, FDOT QCCR Report?
- A. Contractors must provide compaction test results demonstrating that subgrade has been compacted to 98% AASHTO T-180 prior to pouring concrete and construction of asphalt roads/trails.

ACKNOWLEDGEMENT

Firm Name: Pro Way Paving Systems LLC

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

Signature of Legal Representative Submitting this Bid:

Date: 4/9/2026

Print Name: Gina Vollmer

Title: Controller

Primary E-mail Address: ginav@prowaypaving.com

Secondary E-mail Address: renee@prowaypaving.com

PAVING AND STRIPING SERVICES

Contractor shall install asphalt, milling of asphalt, asphalt repairs, sealcoating, limerock base material installation, 8” ribbon curb installation, and install/apply striping for various areas throughout Lake County. Work may occur at various county-owned facilities throughout Lake County.

Contractor will be notified of potential projects and attend a preliminary walk-through with the County’s designated Project Manager. Measurements and quantities will be agreed to at that time. Contractor will then provide a proposal/quote based on the agreed quantities and prices stated within the contract within three days of the walk-through meeting. Upon acceptance of the proposal/quote, a subsequent purchase order will be issued authorizing the work. In the event of a multiple contract award, the County reserves the right to select the contract that reflects the best value to the County (price and other factors considered).

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1. Be licensed and fully competent in all aspects of asphalt repairs/installation, limerock base installation, sealcoating, striping, ribbon curb installation, and painting of parking stops in a safe manner.
 - 1.1.1. Employ only skilled, qualified workers.
- 1.2. Provide all-inclusive quotes to provide 100% turnkey projects that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment.
 - 1.2.1. Include all required labor, material, equipment, plans, engineering, surveys, permitting and local and state inspections.
 - 1.2.2. Maintenance of traffic (MOT), when identified as necessary for a project, shall be the responsibility of the Contractor, be included as part of the bid price, and shall conform to F.D.O.T.’s most current editions of “Roadway and Traffic Design Standards” for Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) “Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.”
 - 1.2.3. Include costs for general housekeeping and work area cleaning.
 - 1.2.4. Include travel time.
 - 1.2.5. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
- 1.3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 1.4. Be responsible for inspections, penalties, fees, or fines for projects.
- 1.5. Be responsible for damages caused as the result of completing projects.
- 1.6. Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.
- 1.7. Provide all required labor, supervision, equipment, material, necessary maintenance of traffic (MOT), local and state inspections to provide a 100% completed project.

PAVING AND STRIPING SERVICES

- 1.8. Upon notification by Contractor that the work is complete, the designated County Project Manager shall perform an inspection within five (5) business days of notification of completed work to review the work with the Contractor's authorized representative. Any deficiencies or unacceptable work will be noted. Contractor will correct the deficiencies before final acceptance and payment is made.

2. SCOPE OF WORK

2.1. Asphalt Emulsion Sealcoating

- 2.1.1. Prior to sealcoating, all cracks shall be properly sealed with Crafcro Polyflex Type 3, product #34521 or equivalent crack sealer. Crack sealer shall be an asphalt-based product designed to be used to fill cracks and joints in asphalt. The product shall have the ability to seal out water.
- 2.1.2. Vegetation growing through the surface of driveways or parking lots that are being prepared for crack sealing and/or seal coating shall be removed and sterilized using a propane torch unit eliminating all vegetation, dirt, moisture and seeds. At the option of the Contractor, a herbicide may be applied prior to the surface treatment application. This shall be applied far enough ahead of the surface treatment application to sufficiently give the vegetation enough time to properly brown so that when completing the final sweeping before surface treatment no vegetation is left. The method of removal is subject to the approval of the County's Project Manager.
- 2.1.3. If a chemical herbicide is used, it shall be applied according to the manufacturer's specifications and requires FDACS certification per Chapter 487. The vegetation shall be totally browned before the crack seal and the seal coating is installed. The person applying herbicide shall have, or be under the supervision of someone that has, the proper State of Florida Pesticide Applicators License. A copy of this license shall be supplied to the County's Project Manager upon request. A log of all herbicides shall be kept, and a copy shall be supplied to the County's Project Manager. Log shall contain the following information:
 - 2.1.3.1. Proof of licensure for application
 - 2.1.3.2. The type of herbicide
 - 2.1.3.3. The manufacturer of the product
 - 2.1.3.4. The mixture rate used
 - 2.1.3.5. The application rate used
 - 2.1.3.6. The application location
 - 2.1.3.7. The application date and time
 - 2.1.3.8. The weather conditions at the time of the application.
- 2.1.4. Prior to application of coatings, protect adjacent curbs, walks, fences, buildings and other items in the work area.
- 2.1.5. Prior to sealcoating asphalt repairs and crack sealing shall have sufficient curing time as required by the manufacturer's specifications. The surface shall also be thoroughly cleaned and free from all loose material, dirt, and debris using brooms, air blowers and/or power sweepers. Surface must be dry before coatings are installed.
- 2.1.6. Vegetation removal, crack sealing, and asphalt repair repairs shall be completed as described above.

PAVING AND STRIPING SERVICES

- 2.1.7. Scrub and clean grease, oil, and gasoline spots with soap and water and prime according to seal coat manufacturer's specifications.
- 2.1.8. Apply two coats of asphalt emulsion seal coat according to manufacturer's specifications.
- 2.1.9. Application of the asphalt emulsion seal coat shall be done by using rubber faced squeegees, brooms, distributor bar /wand, or combinations of these or other techniques as approved by the County's Project Manager.
- 2.1.10. Sealed areas shall be barricaded to traffic and may not be opened to traffic during the curing period as recommended by seal coat manufacturer's installation instructions.

2.2. Asphalt Repairs

- 2.2.1. Contractor shall provide on-call asphalt repairs to include base repairs and/or installation, the installation of asphalt, and striping to match the preexisting markings. The repair size will vary. Repairs will take place on County maintained entry roads, parking lots, and trails.
- 2.2.2. Contractor must saw-cut outside the area marked with temporary paint for all asphalt repairs. All saw cuts will be performed to leave only square or rectangular shaped repairs.
- 2.2.3. Contractor must remove existing asphalt, road base material, and any sub-base/sub-grade material necessary to accommodate the installation of a minimum depth of eight (8) inches of compacted lime rock base and one (1) inch of asphalt, unless otherwise directed on the notice to proceed, or to a depth determined by the County Project Manager. Finished elevation of the repair must be at base pre-repair condition and shall allow for the specified depth of asphalt.
- 2.2.4. The area shall be filled with Type S III hot mix asphalt.
- 2.2.5. Cold patch asphalt shall be allowed with approval from County's Project Manager.
- 2.2.6. No more than one-quarter ($\frac{1}{4}$) inch difference in height shall be allowed for the transition between the patch area and the adjacent area.

2.3. Asphalt Milling

- 2.3.1. At the discretion of the County, milling may be required to repair an area without performing base repairs.
- 2.3.2. All millings created by this process will become the property of the Contractor and it will be the Contractor's responsibility to remove them from the project site at no additional cost to the County.
- 2.3.3. County Project Manager will determine the thickness of the area to be milled. Milling will occur in increment of one (1) inch. Contractor will be compensated at the unit price for the milling as specified in the Contractor's bid.

2.4. Asphalt Installation

- 2.4.1. For overlays and general base repair, Contractor shall install and compact Type SP 9.5 asphaltic concrete at a minimum thickness of one (1) inch unless otherwise noted. This shall conform to Florida Department of Transportation Standard Specification

PAVING AND STRIPING SERVICES

for Road and Bridge construction, 2019 edition (or latest edition), section 337, Asphaltic concrete friction courses.

- 2.4.2. Asphaltic Concrete Base Course repairs shall utilize SP 12.5 asphaltic concrete at a minimum thickness of one and a half (1.5) inch unless otherwise noted. This shall conform to Florida Department of Transportation Standard Specification for Road and Bridge construction, 2019 edition (or latest edition), section 337, Asphaltic concrete friction courses.
- 2.4.3. For installing new asphalt, the unit cost for tack coat shall be included in the price provided in the pricing sheet.
- 2.4.4. A tack coat shall be applied prior to installation of the new asphalt. The tack coat surface shall be kept free of traffic until the asphalt has been placed.
- 2.4.5. Contractor shall install new asphalt ensuring the transition joints are not excessive.
- 2.4.6. Once the asphalt has been properly compacted, the result of the installation shall provide even transitions to the existing area and have joints that are not excessive, and a good quality ride is provided.

2.5. Ribbon Curb Installation

- 2.5.1. Installation of 8" x 8" ribbon curb as needed.
- 2.5.2. Excavate dirt as needed to install proper base material.
- 2.5.3. Form ribbon curb utilizing 3,000 PSI, fiber reinforced concrete with broom finish.
- 2.5.4. Control joints should be saw-cut or formed at regular intervals, at 10-foot maximum centers, to a depth of at least 1/4 of the curb thickness.

2.6. Striping

Paint striping shall be installed to match existing except that accessible parking spaces shall be installed to meet most current ADA requirements. All work shall be performed in accordance with the requirements of latest edition, at the time the work request is issued to the Contractor, of the following manuals and publications, including, but not limited to: Section 710 from the Florida Department of Transportation "2013 Standard Specifications for Road and Bridge Construction" and any other sections applicable, Florida Department of Transportation "Design Standards" and the Federal Highway Administration "Manual of Uniform Traffic Control Devices.

3. COUNTY RESPONSIBILITIES

As stated in Exhibited Sample Contract.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

As stated in Exhibited Sample Contract.

5. WARRANTY REQUIREMENTS

As stated in Exhibited Sample Contract.

[End of Exhibit A.]

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

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

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

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

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

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

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

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

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

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

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

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

F. Certificate holders must be:
LAKE COUNTY WATER AUTHORITY
27351 FL SR-19
TAVARES, FL 32778

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

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

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

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

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

[End of Exhibit B1.]

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS
v.05.06.2024

DEFINITIONS	3
INSTRUCTIONS TO VENDORS	3
PREPARATION OF PROPOSALS	4
COLLUSION	5
PROHIBITION AGAINST CONTINGENT FEES	5
CONTRACTING WITH LCWA EMPLOYEES	5
INCURRED EXPENSES	5
AWARD	5
GRANT FUNDING	6
STATE REGISTRATION REQUIREMENTS	6
PRIME CONTRACTOR	6
SUBCONTRACTING	6
DISADVANTAGED BUSINESSES	6
GENERAL CONTRACT CONDITIONS	6
GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL	6
COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES	7
CONTRACT EXTENSION	7
MODIFICATION OF CONTRACT	7
ASSIGNMENT	7
NON-EXCLUSIVITY	7
OTHER AGENCIES	7
CONTINUATION OF WORK	7
WARRANTY	7
DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR	8
LCWA IS TAX-EXEMPT	8
SHIPPING TERMS, F.O.B. DESTINATION	8
ACCEPTANCE OF GOODS OR SERVICES	8
ESTIMATED QUANTITIES	9
PURCHASE OF OTHER ITEMS	9
SAFETY	9
SAFETY DATA SHEETS (SDS)	9
TOBACCO PRODUCTS	9
CLEAN-UP	9
CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES	10
TRUTH IN NEGOTIATION CERTIFICATE	10
COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS	10
RESPONSIBILITY AS EMPLOYER	10
PRICE REDETERMINATIONS	11
INDEMNIFICATION REQUIREMENTS	11
TERMINATION FOR CONVENIENCE	12
TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING	12
TERMINATION FOR DEFAULT	12
FRAUD AND MISREPRESENTATION	12
RIGHT TO AUDIT	12
PROPRIETARY/CONFIDENTIAL INFORMATION	13
PUBLIC RECORDS LAW	13
COPYRIGHTS	14
SOVEREIGN IMMUNITY	14

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

COMPLIANCE WITH FEDERAL STANDARDS 14

E-VERIFY..... 14

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)..... 15

FORCE MAJEURE..... 15

NO CLAIM FOR DAMAGES 15

CERTIFICATION REGARDING SCRUTINIZED COMPANIES 15

FOREIGN GIFTS AND CONTRACTS..... 16

ANTI-TRAFFICKING RELATED ACTIVITIES..... 16

NOTICES 16

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

DEFINITIONS

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

Contractor: The Vendor to whom award has been made.

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

Department: State of Florida Department of Transportation

Lake County: Lake County Board of County Commissioners

LCWA: Lake County Water Authority, a dependent special taxing district of Lake County, Florida

Proposal: Any offer submitted in response to a solicitation.

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

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

INSTRUCTIONS TO VENDORS

- A. **Vendor Qualification:** The LCWA requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
 2. Disclosure of Ownership.
 3. Drug-Free Workplace.
 4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Compliance with Section 288.0071, Florida Statutes, Economic Incentives to Foreign Entities of Concern.
 9. Nondiscrimination.
 10. Family Leave.
 11. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. **Public Entity Crimes:** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. **Contents of Solicitation and Vendors' Responsibilities:** The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the LCWA, or the compensation to be paid.
- E. **Restricted Discussions:** From the date of solicitation issuance until final LCWA action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the LCWA or Lake County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. **Changes to Proposal:** Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new proposal with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.
- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by LCWA will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.
- J. Improper Payment Requests and Invoice Disputes: Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

PREPARATION OF PROPOSALS

- A. Any Vendor assisting in the development of a scope of work or services will not be allowed to participate in any solicitation.
- B. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- C. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- D. An authorized agent of the Vendor's firm must sign the Proposal. The LCWA may reject any Proposal not signed by an authorized agent.
- E. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The LCWA reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- G. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.
- H. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

COLLUSION

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

PROHIBITION AGAINST CONTINGENT FEES

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

CONTRACTING WITH LCWA EMPLOYEES

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

INCURRED EXPENSES

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

AWARD

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

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

submission of all required documents as stipulated in the solicitation.

- I. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Lake County Protest Procedures](#).

GRANT FUNDING

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

STATE REGISTRATION REQUIREMENTS

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

PRIME CONTRACTOR

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

SUBCONTRACTING

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

DISADVANTAGED BUSINESSES

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

GENERAL CONTRACT CONDITIONS

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

GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

Any contract will be made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action shall lie in Lake County, Florida. THE CONTRACTOR, KNOWINGLY AND VOLUNTARILY, HEREBY WAIVES ANY

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

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

CONTRACT EXTENSION

The LCWA has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the LCWA will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the LCWA and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

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

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the LCWA. The Contractor shall notify the LCWA thirty (30) days prior to the effective date of the assignment and complete all necessary paperwork. This provision includes any acquisition or hostile takeover of the Contractor. Failure to submit a timely notification of an assignment to the LCWA may result in a material breach of the contract and termination by the LCWA or assessment of a processing fee.

NON-EXCLUSIVITY

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

OTHER AGENCIES

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

CONTINUATION OF WORK

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

WARRANTY

All warranties express and implied, must be made available to the LCWA for goods and services covered

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS
v.05.06.2024

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

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the LCWA's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the LCWA may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the LCWA within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the LCWA may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the LCWA may terminate the contract for default.

LCWA IS TAX-EXEMPT

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

SHIPPING TERMS, F.O.B. DESTINATION

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

ACCEPTANCE OF GOODS OR SERVICES

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

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

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the LCWA on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the LCWA in any re-

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the LCWA for any Contract or financial obligation.

ESTIMATED QUANTITIES

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

PURCHASE OF OTHER ITEMS

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

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

SAFETY

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

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

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

SAFETY DATA SHEETS (SDS)

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

TOBACCO PRODUCTS

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

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the LCWA has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the LCWA which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the LCWA reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

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

TRUTH IN NEGOTIATION CERTIFICATE

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

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

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

RESPONSIBILITY AS EMPLOYER

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

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

MINIMUM WAGES

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

PRICE REDETERMINATIONS

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

INDEMNIFICATION REQUIREMENTS

General Solicitations:

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

FDOT Funded Solicitations:

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

CCNA Solicitations:

The Consultant will indemnify and hold harmless LCWA, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its personnel, employees, and other person utilized by Contractor in the performance of this agreement, including defects in design, or errors or omissions that result in material cost increases to LCWA, pursuant to

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS
v.05.06.2024

Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid (third-party) claims, losses, and judgments in connection therewith and the payment of all related fees and costs. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of LCWA as set forth in Section 768.28, Florida Statutes.

TERMINATION FOR CONVENIENCE

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

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

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

TERMINATION FOR DEFAULT

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

FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The LCWA as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

RIGHT TO AUDIT

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

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

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

effectiveness of controls. The cost of the reports will be paid by the Contractor.

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

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

PROPRIETARY/CONFIDENTIAL INFORMATION

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

PUBLIC RECORDS LAW

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

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

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. Upon request from the LCWA's custodian of public records, provide the LCWA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the LCWA.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the LCWA all public records in the possession of the Contractor or keep and maintain public records required by the LCWA to perform the service. If the Contractor transfers all public records to the LCWA upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

all applicable requirements for retaining public records. All records stored electronically must be provided to the LCWA, upon request from the LCWA's custodian of public records, in a format that is compatible with the information technology systems of the LCWA.

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

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

COPYRIGHTS

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

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

SOVEREIGN IMMUNITY

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

COMPLIANCE WITH FEDERAL STANDARDS

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

E-VERIFY

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

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS
v.05.06.2024

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

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

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

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

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

FORCE MAJEURE

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

NO CLAIM FOR DAMAGES

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

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the LCWA for goods or services may be terminated at the option of the LCWA if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section

EXHIBIT C - LAKE COUNTY WATER AUTHORITY – GENERAL TERMS & CONDITIONS

v.05.06.2024

287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the LCWA for goods or services of \$1 million or more may be terminated at the option of the LCWA if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

FOREIGN GIFTS AND CONTRACTS

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

ANTI-TRAFFICKING RELATED ACTIVITIES

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

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

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For LCWA, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 416, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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FEMA RELATED CONTRACT CLAUSES

CONTENTS

A. FEDERAL PARTICIPATION 2

B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE 2

C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS
ACT (29 CFR 5.5(b)) 2

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT 4

E. CLEAN AIR ACT 4

F. FEDERAL WATER POLLUTION CONTROL ACT 4

G. SUSPENSION AND DEBARMENT 5

H. BYRD ANTI-LOBBYING AMENDMENT 5

I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS 6

J. PROCUREMENT OF RECOVERED MATERIALS 7

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS
EQUIPMENT OR SERVICES 7

L. DOMESTIC PREFERENCES FOR PROCUREMENTS 9

M. BUILD AMERICA, BUY AMERICA ACT (BABAA)..... 9

N. ACCESS TO RECORDS..... 11

O. FEDERAL AWARDDING AGENCY SEAL, LOGO, AND FLAGS..... 11

P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS 11

Q. NO OBLIGATION BY FEDERAL GOVERNMENT 11

R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.. 11

S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT 11

FEMA RELATED CONTRACT CLAUSES

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

A. FEDERAL PARTICIPATION

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

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

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

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

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

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

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

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

FEMA RELATED CONTRACT CLAUSES

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

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

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

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

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

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

FEMA RELATED CONTRACT CLAUSES

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

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

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

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

E. CLEAN AIR ACT

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

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

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

F. FEDERAL WATER POLLUTION CONTROL ACT

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

FEMA RELATED CONTRACT CLAUSES

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

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

G. SUSPENSION AND DEBARMENT

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

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

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

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

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

H. BYRD ANTI-LOBBYING AMENDMENT

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

FEMA RELATED CONTRACT CLAUSES

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEMA RELATED CONTRACT CLAUSES

J. PROCUREMENT OF RECOVERED MATERIALS

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

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

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

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

(2) Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

FEMA RELATED CONTRACT CLAUSES

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

(3) Exceptions.

- a. This clause does not prohibit contractors from providing:
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and

FEMA RELATED CONTRACT CLAUSES

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

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

L. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

M. BUILD AMERICA, BUY AMERICA ACT (BABAA)

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

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

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

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

FEMA RELATED CONTRACT CLAUSES

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

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

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

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

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

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

- 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- 3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

FEMA RELATED CONTRACT CLAUSES

N. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

O. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS

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

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

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

Q. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT

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

FEMA RELATED CONTRACT CLAUSES

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

Date: 7/10/2025



7314 Nundy Ave
 Gibbstonton, FL 33534
 P: 813.626.4444
 F: 813.627.8606

Attent **Chuck** - **352-815-7067**

Quote o: Lake County Water Authority
27351 SR 19
Tavaras Fl 32778

Job Location: **Bourlay Historic Preserve**
851 N Canal Street, Leesburg, Fl

Item	Description	Quantity	Unit	Unit Price	Amount
	Asphalt removal (Milling full depth)	7,600	SF	\$ 2.30	\$17,480.00
	1.5" Asphalt overlay	7,600	SF	\$ 2.50	\$19,000.00
	Mobilization	1	SF	\$ 4,500.00	\$4,500.00
TOTAL					\$40,980.00

Client/ Owner Initials: _____

Thank you for your interest in Pro Way Paving, we look forward to providing you with the best service.

All Pricing includes project management & unsurpassed customer service to ensure a great experience for all parties involved.

SCOPE OF WORK:

Asphalt removal full depth millin and overlay 8 x 950
 Reuse asphalt millings in park entry parking lot

*** Please sign & return estimate to begin scheduling ***

Total Contract Sum: \$ 40,980.00

 (Client/ Owner Signature) (Date)

 (Pro Way Signature) (Date)

 (Print Name & Title)

 (Print Name & Title)

SCOPE OF WORK

ENTRY ROAD REPAIR AT BOURLAY HISTORIC NATURE PARK

1. SCOPE OF WORK

1.1. Mill and pave 1 ½" asphalt overlay on the entry road at Bourlay Historic Nature Park encompassing 7,600sf (950 linear feet of 8ft wide road).

- 1.1.1.1. Mill asphalt to base depth
- 1.1.1.2. Apply 1 1/2 inch asphalt overlay
- 1.1.1.3. Re-use asphalt to reinforce parking area
- 1.1.1.4. Clean and remove any excess trash or debris

2. PROJECT SITE INFORMATION

2.1. Site address: 851 N Canal St., Leesburg, FL

2.2. Site Images:



Entry Road

SCOPE OF WORK
ENTRY ROAD REPAIR AT BOURLAY HISTORIC NATURE PARK



Date: 6/10/2025



7314 Nundy Ave
Gibbstonton, FL 33534
P: 813.626.4444
F: 813.627.8606

Attent Shane

Quote Lake County
2401 Woodlea Rd
Tavaras Fl 32778

Job Location: **South Lake Trails**

Item	Description	Quantity	Unit	Unit Price	Amount
	Asphalt removal	390	SF	\$ 2.30	\$897.00 ✓
	4" limerock	390	SF	\$ 9.48	\$3,697.20 ✓
	Asphalt Patch 4 locations 2" <i>Repair</i>	390		\$ ✓ 10.00	\$3,900.00 ✓
	Mobilization	1	LS	\$ 4,500.00	\$4,500.00
TOTAL					\$12,994.20 ✓

Client/ Owner Initials: _____

Thank you for your interest in Pro Way Paving, we look forward to providing you with the best service.

All Pricing includes project management & unsurpassed customer service to ensure a great experience for all parties involved.

SCOPE OF WORK:

Per scope provided
remove 390 Sf of damaged asphalt in 4 location
Replace with 4" limerock base and 2" of hot asphalt

*** Please sign & return estimate to begin scheduling ***

Total Contract Sum: \$ 12,994.20

(Client/ Owner Signature) (Date)

(Pro Way Signature) (Date)

(Print Name & Title)

(Print Name & Title)

EXHIBIT A – SCOPE OF WORK
EMERGENCY SAFETY REPAIRS FOR SOUTH LAKE TRAIL

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1 Be fully competent in all aspects of the removal of asphalt trail and the furnishing and installation of asphalt trail in a safe manner. (Repairs needed to correct multiple trip hazards and to restore ADA compliance).
- 1.2 Furnish all labor, materials, equipment, fuel and any other incidental costs, and supervision necessary for the removal of approximately 130 square yards of asphalt trail and the furnishing and installation of 130 square yards of asphalt located south of the intersection of Hancock Road and North Ridge Blvd on the South Lake Trail.
- 1.3 Contractor is responsible for debris/trash management and must provide a dumpster or remove all construction debris/discarded materials/trash daily. No discarded construction material shall be dumped or remain on site unless contained within a dumpster provided by the Contractor. Dumpsters shall be maintained to prevent overflow of debris.
- 1.4 Contractor to provide Proposed Time Frame (Calendar Days).
- 1.5 Be responsible for damages caused as the result of completing the project.
- 1.6 Furnish all tools and equipment to complete project timely and efficiently.
- 1.7 Ensure all equipment used is in safe working order and is properly maintained.
- 1.8 Contractor may use on-site storage area to store equipment, however, it shall be used at the Contractors own risk. No materials or equipment shall be stored within the buildings.
- 1.9 All work and materials are subject to the approval of the County.
- 1.10 The contractor shall clean-up, remove, and dispose of all debris associated with the work performed.
- 1.11 Be responsible for non-performance liquidated damages.
- 1.12 Acceptance: The County will inspect finished product to determine compliance prior to final acceptance of the work.
- 1.13 FIELD CONDITIONS: Verify and coordinate all work to field locations and dimensions. The contractor is responsible for the installation of temporary construction fencing and signage to safely enclose the work area.
- 1.14 Coordinate all work with Shane Strew (352)516-4916, 48 hours prior to delivery & installation to South Lake Trail.

2. SCOPE OF WORK

2.1 Removal of Existing Asphalt Trail

- 2.1.1 Sawcut, removal and disposal of approximately 130 Square yards of existing asphalt trail. (See attached maps for locations).
- 2.1.2 There are 4 different areas that need to be repaired. (two 3'x15' sections, one 8'x15' section, and one 12'x15' section, totaling 390 square feet, or 130 square yards).
- 2.1.3 Trail will need to be properly closed during construction process including the installation of barricades and/or construction fence to prohibit the public from accessing work areas at all times.
- 2.1.4 Contractor must not impact / damage any existing infrastructure.

EXHIBIT A – SCOPE OF WORK
EMERGENCY SAFETY REPAIRS FOR SOUTH LAKE TRAIL

2.2 Installation of Asphalt Trail

- 2.2.1 Install, roll, and compact 4” of limerock as needed in all repair areas.
- 2.2.2 Install, roll, and compact 2” of hot asphalt.
- 2.2.3 New asphalt must be flush with existing asphalt trail.

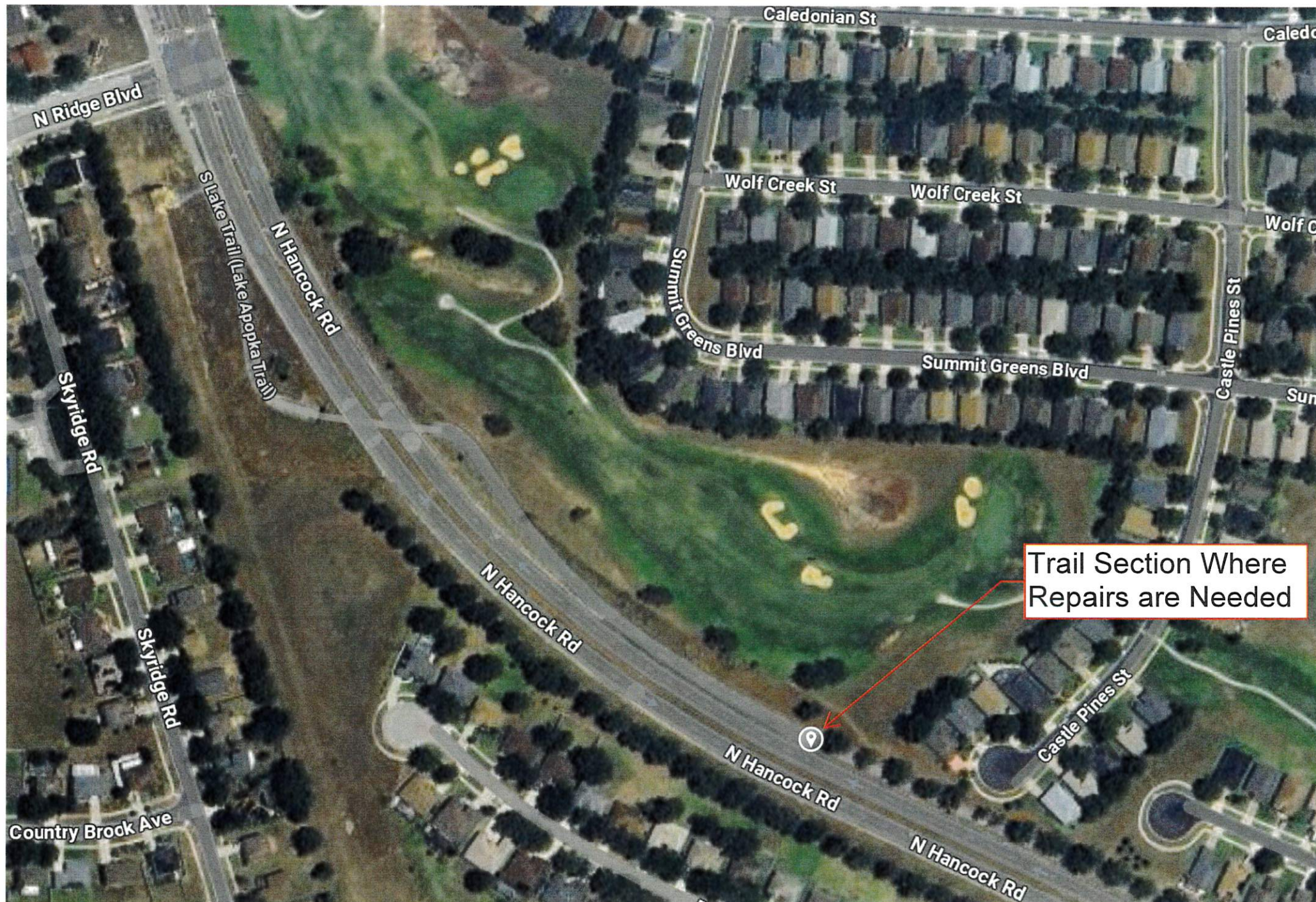
2.3 Installation of Bahia Sod

- 2.3.1 Install Bahia sod to all disturbed areas as needed.

3. COUNTY RESPONSIBILITIES

- 3.1 The County will provide a storage area for the Contractor to store equipment. The County is not responsible for theft of the Contractor’s items.

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N Ridge Blvd

S Lake Trail (Lake Apopka Trail)

N Hancock Rd

Skyridge Rd

Skyridge Rd

Country Brook Ave

Caledonian St

Wolf Creek St

Wolf Creek St

Summit Greens Blvd

Summit Greens Blvd

Castle Pines St

N Hancock Rd

N Hancock Rd

N Hancock Rd

Castle Pines St

Trail Section Where Repairs are Needed



Trail Section Where
Repairs Are Needed
(Also See Photos)







7314 Nundy Ave
Gibbstonton, FL 33534
P: 813.626.4444
F: 813.627.8606

Date: 10/30/2024
Attent **Donald Glesser**

Quote Office of Facilities Management
32400 CR 473 Leesburg Fl 34788
Lake County Contract 20-0522

Job Location: **FS110**
6234 CR 561 Clermont

Item	Description	Quantity	Unit	Unit Price	Amount
	Mobilization	1			\$4,500.00
	1" ASPHALT Overlay	4,030	sf	\$ 2.25	\$9,067.50
	Striping STALL LINES	60	lf	\$ 0.60	\$36.00
	Striping 1 HANDICAP STALL	1	EA	\$ 500.00	\$500.00
	Paint 4 wheel stops	4	ea	\$ 18.00	\$72.00
TOTAL					\$14,175.50

Client/ Owner Initials: _____

Thank you for your interest in Pro Way Paving, we look forward to providing you with the best service.

All Pricing includes project management & unsurpassed customer service to ensure a great experience for all parties involved.

*** Please sign & return estimate to begin scheduling ***

Total Contract Sum: \$ 14,175.50

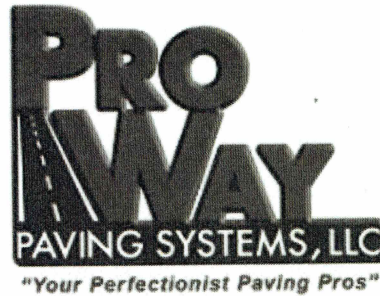
(Client/ Owner Signature) (Date)

(Pro Way Signature) (Date)

(Print Name & Title)

(Print Name & Title)

Date: 3/10/2025



7314 Nundy Ave
Gibbstonton, FL 33534
P: 813.626.4444
F: 813.627.8606

Attent Shane

Quote Lake County
2401 Woodlea Rd
Tavaras Fl 32778

Job Location: South Lake Trails

Item	Description	Quantity	Unit	Unit Price	Amount
	Asphalt removal	10,000	SF	\$ 2.30	\$23,000.00 ✓
	8" limerock	2,000	SF	\$ 18.95	\$37,900.00 ✓
	Ribbon Curb	2,000	LF	\$ 22.60	\$45,200.00 ✓
	1.5" SP9.5 Paving	12,000	SF	\$ 5.95	\$71,400.00 ✓
	Mobilization	1	LS	\$ 4,500.00	\$4,500.00
TOTAL					\$182,000.00 ✓

Client/ Owner Initials: _____

Thank you for your interest in Pro Way Paving, we look forward to providing you with the best service.

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SCOPE OF WORK:

removal of all asphalt from start to stop points total 1000'x10' of trail
haul away debris
excavate 2' of dirt to widen trail making width 12'
install 6" base, roll and compact
excavate 8" x 8" of dirt on both sides of trail for ribbon curb
form ribbon curb pour 300psi concrete with broom finish
sawcut joints
Pave 1.5" asphalt, roll and compact, jobsite cleanup

Contract
20-0522
Exp 12-31-25

V # 7677
CC # 23

Acct # 2952200
850460
40017

EXHIBIT A – SCOPE OF WORK

RUSURFACING AT SOUTH LAKE TRAIL

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1 Be fully competent in all aspects of the furnishing and installation required materials and labor for asphalt resurfacing and ribbon curb installation in a safe manner.
- 1.2 Furnish all labor, materials, equipment, fuel and any other incidental costs, and supervision necessary for asphalt resurfacing and installation of ribbon curbs, including clearing of vegetative material, removal of asphalt trail section and excess fill to allow for the widening of the trail section. Furnishing and installation of base material, asphalt, and ribbon curb, at South Lake Trail.
- 1.3 Be responsible for damages caused as the result of completing the project.
- 1.4 Furnish all tools and equipment to complete project timely and efficiently.
- 1.5 Ensure all equipment used is in safe working order and is properly maintained.
- 1.6 Contractor may use on-site storage area to store equipment, however, it shall be used at the Contractors own risk. No materials or equipment shall be stored within the buildings.
- 1.7 All work and materials are subject to the approval of the County.
- 1.8 Contractor shall clean-up, remove, and dispose of all debris associated with the work performed.
- 1.9 Be responsible for non-performance liquidated damages.
- 1.10 Acceptance: The County will inspect finished product to determine compliance prior to final acceptance of the work.
- 1.11 FIELD CONDITIONS: Verify and coordinate all work to field locations and dimensions. Contractor is responsible for the installation of temporary construction fencing and signage to safely enclose the work area.
- 1.12 Coordinate all work with Shane Strew (352)516-4916, 48 hours prior to delivery & installation to South Lake Trail.

2. SCOPE OF WORK

2.1 Removal of 1,000 linear feet of existing asphalt and excess fill material.

- 2.1.1 Trail will need to be properly closed during construction process.
- 2.1.2 Excess material will need to be removed to allow for the widening of the trail to 12 foot of asphalt and (2) 8" ribbon curbs on both sides of trail.
- 2.1.3 Contractor must not impact / damage any existing infrastructure.

2.2 Installation of base material, asphalt, and ribbon curbs.

- 2.2.1 Install 6" of limerock base material – 98% compaction, AASHTO T – 180 prior to installation of asphalt.
- 2.2.2 Install, roll, and compact 1,000 linear feet of 1.5" asphalt 12' wide.
- 2.2.3 Install 8" x 8" ribbon curb on both sides of asphalt trail. (2,000 linear feet total).
- 2.2.4 All disturbed areas shall have sod installed as needed.
- 2.2.5 Contractor must not impact / damage any existing infrastructure.

3. COUNTY RESPONSIBILITIES

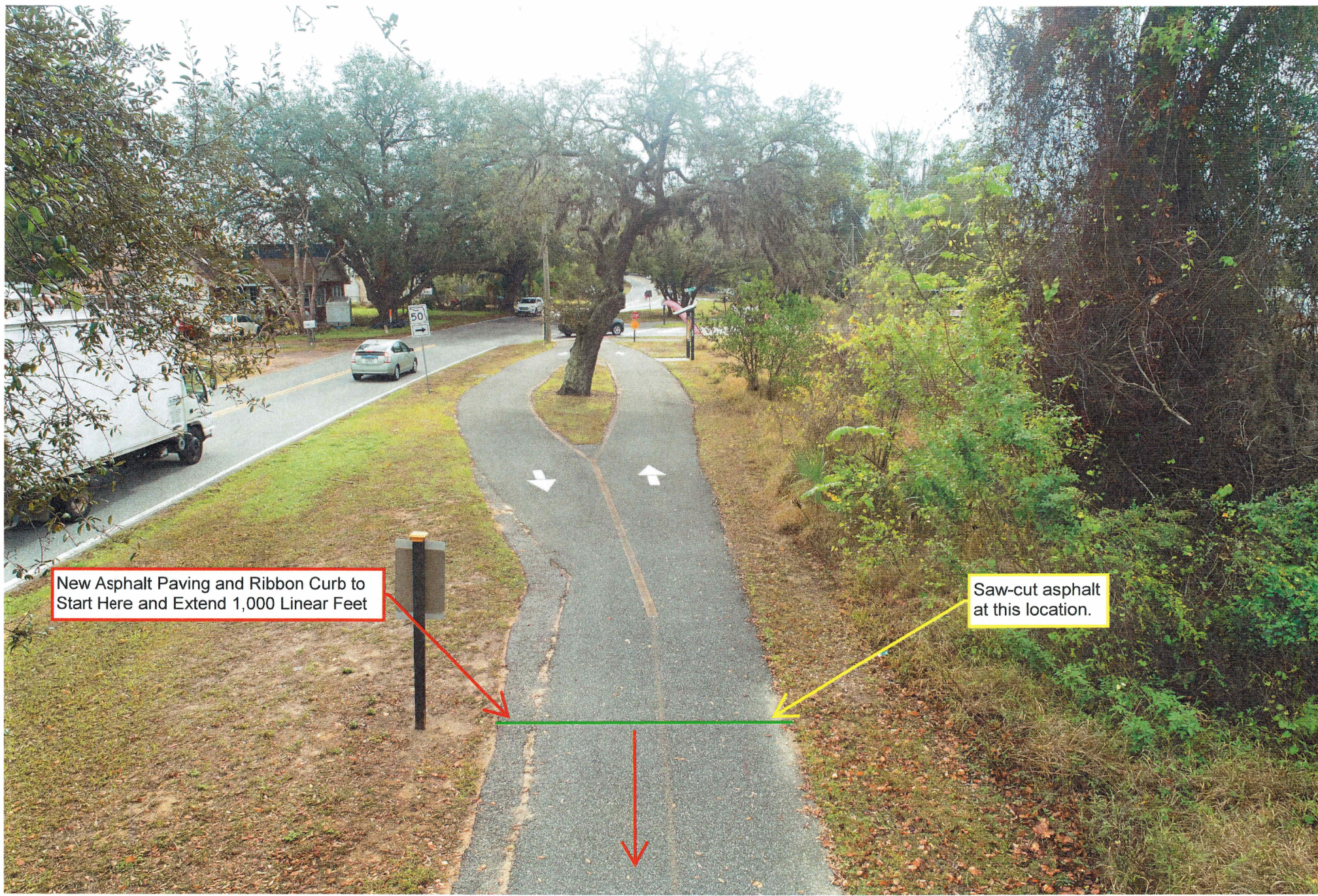
EXHIBIT A – SCOPE OF WORK
RUSURFACING AT SOUTH LAKE TRAIL

- 3.1 The County will provide a storage area for the Contractor to store equipment. The County is not responsible for theft of the Contractor's items.

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New Asphalt Paving and Ribbon Curb to
Start Here and Extend 1,000 Linear Feet





New Asphalt Paving and Ribbon Curb to Start Here and Extend 1,000 Linear Feet

Saw-cut asphalt at this location.



South Lake Trail
Asphalt and Ribbon
Curb (1,000 Linear
Feet)

