LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

CONTRACT NO. 27-605
For
Liquid Asphalt Emulsion

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Ergon Asphalt & Emulsions, Inc.** (hereinafter "Contractor") to supply **Liquid Asphalt Emulsion** to the County pursuant to County Bid number 27-605 with any included addenda (hereinafter "Bid"), thereto with all County Bid provisions governing.

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

ATTACHMENTS:
Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor
Attachment 2 – Affidavit Form
Attachment 3 – Pricing Sheet
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Terms & Conditions v.07.26
Exhibit C1 – Additional Terms & Conditions

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

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

The Contract initial term is from 11/1/2026 through 10/31/2027 with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause or lack of available funds. The County may also terminate this Contract for its convenience upon thirty (30) days' prior written notice to the Contractor. Renewals shall be subject to the parties' mutual written agreement. Any modification to this Contract shall be in writing and signed by the parties.

Approved as to form and legality:

mmarsh 10/22/26
Melanie Marsh, County Attorney

CAO review: RB 10-22-26

LAKE COUNTY, FLORIDA

Jennifer Barker
Jennifer Barker, County Manager

Date: 10/23/26

The undersigned hereby declares that Ergon Asphalt & Emulsions 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 **LIQUID ASPHALT EMULSION** specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the award of this Solicitation.

1.0 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.

2.0 PAYMENT

Contractor shall email roadopsinvoices@lakecountyfl.gov an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC 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.

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

Vendor requests more information about accepting eCard for payment: YES

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I confirm that I have reviewed Exhibit C – General Terms and Conditions (v.07.26) and agree to the terms as written including the Proprietary/Confidential Information section. YES

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

4.0 CERTIFICATION REGARDING EXHIBIT C1 ADDITIONAL TERMS AND CONDITIONS

I certify that I have reviewed the Exhibit C1 Additional Terms and Conditions and accept them as written. YES

5.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

6.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

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

7.0 CERTIFICATION REGARDING BACKGROUND CHECKS

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

8.0 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.

9.0 FEDERAL FUNDING REQUIREMENT – N/A

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Ergon Asphalt & Emulsions
Street Address: 5201 Causeway Blvd
City: Tampa State and ZIP Code: FL 33619
Mailing Address (if different): P. O. Box 1639, Jackson, MS 39215-1639
Telephone: 813-623-3941
Purchase Order Email Address: emulsionorders@associatedasphalt.com
Federal Identification Number / TIN: 64-0666411

12.0 SUBMITTAL SIGNATURE

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge 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: *Larry Tomkins*

Date: 10/2/2026

Print Name: Larry Tomkins

Title: Senior VP – Sales & Marketing

Primary E-mail Address: larry.tomkins@ergon.com

Secondary E-mail Address: teresa.purifoy@ergon.com

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

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LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

AFFIDAVIT OF COMPLIANCE WITH FLORIDA & FEDERAL LAW

Before me, the undersigned authority, personally appeared **(Name of affiant)** Larry Tomkins, who, after being firstduly sworn, deposes and says of their personal knowledge the following:

1. Affiant is the **(Title)** Senior VP - Sales & Marketing of **(Business Name)** Ergon Asphalt & Emulsions which is authorized to conduct business in the State of Florida, hereinafter called the "Business."

2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern*: I affirm Business is not owned by a foreign country of concern, a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.

3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern*: I affirm Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.

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

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

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

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

8. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 2nd day of October, 20 26.

BY: _____
Signature of Affiant
Larry Tomkins
Printed Name

STATE OF MISSISSIPPI
COUNTY OF RANKIN

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of October, 2026, by Larry Tomkins, who is ☒ personally known to me or ☐ has produced identification (type): _____

STATE OF MISSISSIPPI
TERESA PURIFOY
ID# 229812
NOTARY PUBLIC
Comm. Expires
Aug. 27, 2028
RANKIN COUNTY

_____
(*Notary Signature*)

(SEAL)

v. 05.19.26

Type Your Firm's Name Here					
SAVE AND SUBMIT AS AN EXCEL FILE					
Contractor shall provide all labor, materials, tools, transportation, and equipment necessary to perform the services in accordance with the specified requirements listed and implied. Actual hours required are unknown and estimates if provided, are for evaluation purposes only.					
Alterations to locked cells may result in disqualification of submission.					
ITEM #	**ITEM DESCRIPTION**	**UNIT OF MEASURE**	**QUANTITY**	**PRICE FOR EACH ITEM**	**TOTAL COST**
1	Emulsion Prime - Rapid Set (EP-RS) - price to include delivery to County site.	GALLON	5,000	$4.40	$22,000.00
2	Conventioal Tack Coat (CSS-1) - price to include delivery to County site.	GALLON	3,000	$3.90	$11,700.00
3	Solventless Prime Coat (ePrime) - price to include delivery to County site.	GALLON	3,000	$4.45	$13,350.00
4	Conventional Chip Seal (CRS-2) - price to include delivery to County site.	GALLON	3,000	$3.65	$10,950.00
5	Disposal of RS-1 - to be pumped from the tank at Road Operations Center (price per gallon - 4,000 gallon estimate)	GALLON	4,000	$0.00	$0.00
		N/A - product not requested - will not pump off or accept return			
6	Disposal of RC-250 - to be pumped from the tank at Road Operations Center (price per gallon - 3,000 gallon estimate)	GALLON	3,000	$0.00	$0.00
		N/A - product not requested - will not pump off or accept return			
7	Rental of tanker trailer (6,000 gallon capacity) for storage of rapid curing cutback asphalt	GALLON	6	$600.00	$3,600.00
			Total Amount for All Items		**$61,600.00**

The following information is required for price redetermination consideration.	
Enter type of fuel used: **Diesel or Gasoline**	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
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?	0.00%
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 to the cost of materials?	0.00%
Must equal 100%	0.00%
County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be provided for any direct purchasing.	
County will neither accept nor authorize payment for travel time or travel-related expenses incured by Contractor personnel to any County facility. Billable time shall begin only upon arrival at the job site and will apply exclusively to service work performed.	
This is an indefinite quantity contract with no guaranteed usage of services. County does not guarantee any specific dollar amount will be spent under any contract resulting from this solicitation.	
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.	

EXHIBIT A – SCOPE OF WORK **27-605**

LIQUID ASPHALT EMULSION

MATERIALS

1. Contractor shall be required to provide and deliver the following materials:
   1.1. Emulsion Prime – Rapid Set (EP-RS).
   1.2. Conventional Tack Coat (CSS-1).
   1.3. Solventless Prime Coat for base materials (ePrime)
   1.4. Conventional Chip Seal (CRS-2)
2. Each of these products shall meet or exceed the FDOT specifications as set forth in "Standard Plans for Road and Bridge Construction." Latest Edition, Section 916 Bituminous Material.
3. All materials shall be delivered by tanker and transferred to a Lake County storage tank at one of the County Facilities listed below (specific location to be selected by the County and identified upon order):
   3.1. Road Operations Center
   28598 Lady of the Lakes Avenue
   Tavares, FL 32778
   3.2. Maintenance Area I Facility
   2310 W. Griffin Road
   Leesburg, FL 34748
   3.3. Maintenance Area II Facility
   609 Disston Avenue
   Minneola, FL 34755
   3.4. Maintenance Area III Facility
   19720 East Fifth Street
   Umatilla, FL 32784
   3.5. Projected Site located within the limits of Lake County, Florida (Specific location and instructions to be provided upon order)
   3.6. Price per gallon to dispose of RS-1 – to be pumped from County tank at Road Operations Center. Estimated 4,000 gallons.
   3.7. Price per gallon to dispose of RC-250 – to be pumped from County tank at Road Operations Center. Estimated 3,000 gallons.

[*End of Exhibit A.*]

1. INSURANCE COVERAGE

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

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

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

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

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

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

1.3.3. Workers' Compensation Insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). Employers Liability with the following minimum limits and coverage:

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

2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS

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

2.2. Certificate holder must be:
LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

3. POLICY PROVISIONS

Certificates of Insurance must evidence the following:

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

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

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

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

4. **POLICY ENDORSEMENTS**

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

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

5. **RENEWAL AND CONTINUOUS COVERAGE**

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

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

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

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

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

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

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

7. **ADDITIONAL DOCUMENTATION REQUIREMENTS**

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

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

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

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

[End of Exhibit B.]

LAKE COUNTY GENERAL TERMS & CONDITIONS FOR GOODS AND SERVICES (V.7.26)

Effective 08/01/2026

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1. DEFINITIONS

"Contract" or "Agreement" means the contract Contractor is entering into with Lake County, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term "Agreement" may be used interchangeably with the term "Contract."

"Contractor" means the entity responding to a solicitation and, upon award, entering a contract with Lake County to provide goods or services. The term "contractor" may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer" in relation to any solicitation for goods or services.

"County" means Lake County, Florida, a political subdivision of the State of Florida.

"CCNA" refers to the Consultant's Competitive Negotiation Act, pursuant to Section 287.055, Florida Statutes.

"Proposal" Any offer submitted in response to a solicitation, whether formal or informal.

"Solicitation" means the written document(s) describing and/or requesting bids, quotes, or proposals from the marketplace, whether formal or informal.

2. NON-COLLUSION

Contractor certifies that the offer made during the solicitation process and prices provided to the County were arrived at independently, without collusion, communication, or agreement for the purpose of restricting competition with any other contractor, consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than Contractor's bid, or any intentionally high or non-competitive bid or other form of complementary bid. Should County become aware of collusive acts by the Contractor in submitting its bid, County reserves the right to terminate the resulting contract without cost or penalty to County.

3. PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the contract with County and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any consideration contingent upon or resulting from the award or making of the contract.

4. CONFLICTS OF INTEREST, CONTRACTING WITH COUNTY EMPLOYEES

Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to the contract, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, Contractor hereby certifies that no officer, agent, or employee of the County has any material interest either directly or indirectly in the business of Contractor conducted under the contract and that no such person may have any such interest at any time during the term of this contract unless approved by the County in writing. Contractor shall promptly disclose in writing to County any circumstances that arise during the term of the contract that could reasonably be viewed as an actual, potential, or apparent conflict of interest, and shall take all steps reasonably requested by County to mitigate or eliminate such conflict.

5. INSURANCE & PERFORMANCE SECURITY

Contractor shall be required to purchase and maintain during the term of the contract policies of insurance as indicated by County in its solicitation without cost or expense to County. Contractor shall provide County with evidence of insurance satisfactory to County. Further, if required by County, Contractor shall provide County with a performance and payment bond in the form specified by County, prior to initiation of any work.

The Parties' rights and obligations under the Contract are contingent upon and subject to Contractor securing and/or providing any performance security or insurance coverage(s) required by the Contract within ten (10) business days of the Effective Date, unless another date is expressly designated. No services will be performed by Contractor, and County will not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by County, in the event Contractor fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

6. LOCAL GOVERNMENT PROMPT PAYMENT ACT

County will make payment on all properly submitted invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit a proper invoice will delay payment. Improper payment requests and disputes will be resolved in accordance with County's purchasing policies and Section 218.76, Florida Statutes.

7. GRANT FUNDING

In the event any part of a contract is to be funded by federal, state, or other local agency monies ("Funding Entity"), Contractor agrees to comply with all requirements of the funding entity applicable to the use of the monies for the purchase of goods and/or services from Contractor, including compliance with any flow-down requirements to Contractor's subcontracts. Contractor is 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. Contractor acknowledges that failure to comply with Funding Entity requirements may result in disallowance of costs, repayment obligations, or other sanctions. Contractor shall be responsible for any costs, damages, repayments, or penalties imposed on or required of County by a Funding Entity to the extent caused by Contractor's noncompliance.

8. DISADVANTAGED BUSINESSES (PROJECTS UTILIZING STATE OR FEDERAL TRANSIT FUNDS)

County has adopted Policy LCC-80 which assures and encourages the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services for projects utilizing state or federal transit funding or grants. When a contract is funded utilizing state and/or federal transit funding or grants, Contractor shall comply with County Policy assuring and encouraging the participation of DBE in the provision of goods and services, as such policy may be amended from time to time, as well as the applicable provisions of 49 CFR Part 26.

9. 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 registration may be required prior to award of a contract. Additional information is available by visiting the Florida Department of State, Division of Corporations website (https://dos.fl.gov/sunbiz/). If Contractor claims an exemption from registration, Contractor shall provide a written explanation and certification of the exemption claimed to County along with proof Contractor is in good standing in the state in which it is registered.

10. PRIME CONTRACTOR

Contractor shall act as the prime contractor in providing the goods and/or services required by County and will assume full responsibility for the successful performance under the contract. Contractor will be considered the sole point of contact regarding meeting all requirements of the contract. Contractor's subcontractors may be subject to advance review by the County regarding competency and security concerns. Contractor will be responsible for all insurance, permits, licenses, and related matters for all subcontractors utilized by Contractor to provide the goods and/or services under the contract. County may require Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

11. SUBCONTRACTING

Unless otherwise stipulated in a solicitation, Contractor shall not subcontract any portion of the work without the prior written consent of the County. No change, addition, or substitution of any subcontractor, or material change to the scope of a subcontract, may be made without the County's prior written consent after award of the contract. Subcontracting without the prior consent of the County may result in termination of the contract by County. Approval, review, or oversight by County of any subcontractor, or the County's communication with or direction regarding any subcontractor, shall not relieve or reduce the Contractor's obligations or liability for performance, nor create any duty or liability of the County to any subcontractor.

For agreements subject to the Consultants' Competitive Negotiation Act (CCNA) as provided by Section 287.055, Florida Statutes, the CCNA-specific terms of the contract shall control and supersede any inconsistent subcontracting provisions in this Section.

12. BINDING EFFECT OF AGREEMENT

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 following County's procurement procedures. Contractor's submission of a quote or proposal in response to a solicitation by County, whether formal or informal, constitutes Contractor's assent to be bound by the County's terms and conditions included herein and in any accompanying County-supplied contract documents included with the solicitation.

13. NO ADDITIONAL OR CONFLICTING CONTRACTOR TERMS

13.1 Express Rejection of Contractor Terms.

County expressly objects to, rejects, and disclaims any and all additional or different terms and conditions proposed or supplied by Contractor, regardless of form or timing, including, without limitation, any terms contained in or referenced in any Contractor quote, proposal, bid, invoice, order acknowledgement, packing slip, bill of lading, email, hyperlink, website, online portal, click-through or browsewrap page, shrinkwrap or box-top terms, or other communications or documents, whether written, oral, or electronic.

13.2 Online/Browsewrap/Clickwrap/Shrinkwrap Terms.

Without limiting the foregoing, County rejects and will not be bound by any browsewrap, clickwrap, click-through, web-posted, portal-based, shrinkwrap, box-top, or similar online or embedded terms, even if access is provided to, or use is made of, Contractor websites, portals, tools, software, or services, and even if County is required to "accept," "agree," or click through such terms to proceed.

13.3 Void and No Effect.
Any such additional or different terms referenced in the foregoing subparagraphs are void and of no effect, shall be deemed material and expressly objected to by County, and shall not modify, supplement, or become part of any contract between the parties.

13.4 Controlling Terms; No Implied Assent by County.
The terms and conditions supplied by County, (including any terms included or referenced in any Purchase Order, Scope(s) of Work, and solicitation documents issued by County) control and govern all goods and services provided by Contractor. Commencement of performance by Contractor, shipment, delivery, performance, or County's acceptance, inspection, use of goods or services, or payment, shall not constitute or be deemed County's assent to any Contractor terms or any modification of the contract.

13.5 Exclusive Method of Amendment.
Any change to, or deviation from, the terms and conditions supplied by County is effective only if set forth in a written amendment or contract modification expressly referencing the contract and signed by authorized representatives of both parties in accordance with County's purchasing procedures. No other act, usage, course of dealing, course of performance, trade practice, email exchange, or click-through shall modify the contract.

13.6 Contractors Acceptance by Performance.
Contractor's commencement of performance, preparation for performance, or delivery under a Purchase Order issued by County constitutes Contractor's acceptance of the terms and conditions set forth in this document and County provided materials to the exclusion of any Contractor supplied terms.

14. NO WAIVER
The failure of any party at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the contract. Any dispute arising during contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

15. CONTRACT EXTENSIONS
County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the expiration of a contract Term. In such event, County will notify Contractor in writing of the extension. The contract may be extended beyond the initial ninety (90) day extension upon the mutual, written agreement of County and Contractor.

16. CONTINUATION OF WORK
Any work that commences prior to, and will extend, beyond the expiration date of any contract period must, unless terminated by the mutual written agreement of County and Contractor, continue until completion at the same prices, terms, and conditions.

17. MODIFICATION OF CONTRACT
The contract may be modified by mutual consent of duly authorized parties through the issuance of a contract modification, change order, purchase order, or formal amendment, as appropriate, but to be effective and binding, the modification must be in writing, executed by the parties following the County's procurement procedures. No modification shall be binding upon the County unless approved in accordance with County policies and signed by an authorized County representative.

18. NON-EXCLUSIVITY

It is the intent of County to enter into a contract that will satisfy its needs as described within the solicitation. However, County reserves the absolute right to perform, or cause to be performed, all or any of the work and services described in the manner deemed to represent its best interests. Services not specifically identified but similar in nature may be added to the contract upon execution of a written amendment.

19. RETAINING OTHER CONTRACTORS

Nothing in the contract will be deemed to prevent County from retaining the services of other persons or entities providing the same or similar goods and/or services as those provided by Contractor or from independently developing or acquiring materials or programs that are similar to, or competitive with, the goods/services provided. No guarantee of exclusivity, volume, or continued work is provided to Contractor under the contract.

20. ASSIGNMENT

Contractor shall not assign, transfer, or otherwise convey the contract, in whole or in part, or delegate any duty thereunder, including any rights, title or interests, or authority to execute the contract without County's prior written consent, which County may grant, condition, or withhold in its sole discretion. Any contract assumption or novation shall require such consent and be in writing at least thirty (30) days prior to the proposed effective date. Contractor shall timely provide all documentation necessary to complete County's review and approval process. This provision also applies to any acquisition, merger, or hostile takeover of Contractor. Failure to provide timely notification or obtain County's written consent may result in a material breach of contract, termination by the County, or the assessment of a processing fee. Any attempted assignment or delegation in violation of this Section is void.

21. USE BY OTHER GOVERNMENTAL AGENCIES ("PIGGYBACKING")

Other governmental agencies may make purchases in accordance with the contract, with Contractor's consent. Purchases are governed by the contract's terms and conditions except for the change in agency name. Agencies will be responsible and liable for their own purchases of materials or services under the contract. County is not responsible for determining whether the other agency's use of a County contract is proper and County shall bear no liability whatsoever for any such use. A "piggybacking" agency must get written approval from County to utilize contracts that include confidential and/or exempt information including, but not limited to, those related to cybersecurity, which County may grant or withhold in its sole discretion. The "piggybacking" agency will be required to sign a confidentiality agreement. This provision does not extend to contracts entered by County under the Consultant's Competitive Negotiation Act (CCNA).

22. USING DEPARTMENTS

Unless expressly stated otherwise in the Scope of Work, any County department avail itself of this contract and procure the goods/services provided by Contractor at the contract price(s) established under the contract ("Using Department"). A contract modification may be issued by the County identifying the requirements of any specific County department(s), if County deems it is necessary.

23. WARRANTIES

All warranties expressed and implied will be provided to County for goods and services provided under the contract. Contractor agrees that the goods/services furnished under this contract will be covered under the most favorable commercial warranty given by Contractor to any customer, or which may be provided by law, equity, or statute for said goods and services including, but not limited to, warranties of merchantability and fitness for a particular purpose; these rights and remedies shall be in addition to, and

shall not be a limitation of, any rights afforded to County by any other provision of the contract or those implied warranties to which County is entitled to as a matter of law.

Warranties will begin on the date of County's acceptance, which will be the date final payment is issued to Contractor and will last for a period of twelve (12) months unless otherwise specified in the Scope of Work, plans, or specifications. Contractor will obtain and assign to County all express warranties given to Contractor or any of its subcontractors by any material suppliers and for any equipment or fixtures to be incorporated into the Work. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to County. All warranties shall survive acceptance, payment, and termination of the contract.

24. DEFICIENCIES IN WORK

Contractor shall be responsible for promptly correcting any deficiency or defect in work, including any work that fails to conform to contract requirements, whether apparent or latent, at no cost to County, within seven (7) days after County notifies Contractor of such deficiency in writing, regardless of project completion status. If Contractor fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, County may, at its sole discretion, notify Contractor in writing that Contractor may be debarred as a County vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of County within five (5) calendar days of receipt of the notice. If Contractor fails to satisfy the warranty/correct the work within the period specified in the notice, County may: (i) place Contractor in default of its agreement; and (ii) procure the products or services from another source and charge Contractor for any additional costs that are incurred by County for this work or items, either through a credit memorandum or through invoicing.

25. COUNTY IS TAX-EXEMPT

When making direct purchases, County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Except for materials specifically identified and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors conducting business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations. Contractors are also prohibited from using the County's Tax Exemption Certificate when procuring materials; misuse of the County's tax exemption shall constitute fraud and grounds for termination and legal action. Contractor may obtain a copy of the County's Tax Exemption Certificate at https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf.

26. 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. County will not consider any Contractor proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery. Risk of loss remains solely with Contractor until final acceptance by County.

27. ACCEPTANCE OF GOODS AND SERVICES

Goods or services provided under the contract will remain the property of Contractor, and services rendered will not be considered complete, until County has conducted a physical inspection, verified actual performance, and accepted the goods or services as compliant with all contract terms and specifications. Acceptance is solely within County's discretion and does not waive any rights or warranties.

County reserves the right to inspect or test any goods or services delivered for compliance with contract specifications. If any goods or services are found to be defective, nonconforming, or otherwise inconsistent with the contract requirements, County may, at its discretion, terminate the contract for

cause or require corrective action by Contractor. Such corrective action may include return and replacement of non-compliant goods or the issuance of a full credit by Contractor. All costs associated with corrective action, including return shipping or replacement, shall be borne by Contractor.

County will not be responsible for payment for any goods or services that fail to meet contract specifications. In addition, if Contractor fails to deliver acceptable goods or services by the date specified in a purchase order or contract, County may procure the required goods or services from another source. Any cost incurred by County because of such re-procurement, plus any increased product or service cost as well as administrative or handling costs, shall be charged to the Contractor and may be withheld from any amounts otherwise owed to the Contractor.

In no event shall County be liable for payment exceeding the quantity or value of goods or services actually delivered and accepted under the contract.

28. OPEN QUANTITY CONTRACT

Unless expressly stated otherwise in the Scope of Work, Contractor acknowledges and agrees that this contract is an open quantity contract. County makes no guarantees, express or implied, as to quantities or dollar value that will be used during the contract period. County is not obligated to place an order for any given amount after the award of a contract and does not guarantee any minimum amount of work. Furthermore, Contractor agrees and acknowledges that in the event Contractor cannot meet County's specifications including, but not limited to, time for completion or cost for any individual project/order, County reserves the sole right to offer the individual project/order to County's other contractor(s) or procure needed goods/services separately utilizing the County's procurement procedures. Except for contracts entered under CCNA, if multiple contracts are in place for the same goods/services, County may request competitive price quotes from all contractors under contract to award the work.

29. ADDITIONAL SERVICES & ANCILLARY ITEMS

Services not specifically identified in the contract may be added upon execution of a written amendment. County reserves the right to award any additional services to Contractor or acquire the items from another vendor through a separate solicitation. While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a contract. Contractor will provide a price quote for the ancillary items upon request; County may request price quotes from all Contractors under contract if there are multiple contracts awarded. County reserves the right to award these ancillary items to the primary Contractor; another contractor based on the lowest price quoted, if multiple contractors; or to acquire the items separately utilizing the County's procurement procedures.

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

30. BEST PRICING OFFER

For contracts related to the provision of goods or products, if during the term of the contract County becomes aware of better pricing offered by the Contactor for substantially the same or a smaller quantity of a product outside the contract, but upon the same or similar terms of the contract, then Contractor will

extend the lower pricing to County or County may purchase that item for the lower price from another provider. County will provide proof that the lower price is offered by another provider when requesting that Contractor reduce its prices. If Contractor lowers their pricing during the term of the contract, Contractor will automatically furnish the lower price to County without prompting.

31. ACCURACY

Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished under the contract. Contractor shall, without additional compensation, timely correct or revise any errors, omissions, or other deficiencies resulting from the services provided.

32. SAFETY

Contractor is 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) and any other industry, federal, state or local government standards including, but not limited to, the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to, persons and property.

Contractor shall provide, and its employees shall utilize, 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. All safety devices installed by the manufacturer on equipment utilized by the Contractor must be in place and in proper working order at all times; Contractor shall immediately repair or remove and replace any defective or altered equipment.

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

Contractor acknowledges that while working for County, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by environmental or occupational health and safety authorities for failure to comply with these requirements will be borne solely by Contractor. Contractor certifies that all material, equipment, etc., to be used meet OSHA requirements and, if found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance will be borne by the Contractor.

County may periodically monitor the work site for safety; should County observe safety or health violations, County has the authority, but not the duty, to require Contractor correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by County, the work will be shut down immediately upon notice and will not resume until the unsafe condition has been remedied. No additional compensation or extension of time will be provided to Contractor and Contractor shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other expenses incurred resulting from work stoppage. If the violation is not corrected within a reasonable time, County may, in its sole discretion, declare Contractor to be in default and terminate the agreement for cause.

Contractor shall be responsible for familiarizing itself with the work and retains ultimate responsibility for ensuring all work is performed in a manner consistent with all applicable safety standards and directives

and is solely responsible for identifying and providing any additional safety measures required due to unique hazards related to the nature or location of the work.

33. SAFETY DATA SHEETS (SDS)

Contractor is responsible for ensuring County receives the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. Contractor shall maintain SDS for any materials utilized by Contractor in the performance of the work. Contractor shall promptly provide a new SDS to County with updated information relevant to the specific material at any time the content of an SDS is revised.

34. TOBACCO, ALCOHOL, AND DRUGS

The use of tobacco products, including smoking and smokeless tobacco, as well as vaping devices, alcohol, and illegal drugs, are strictly prohibited on County owned property. If Contractor becomes aware of alcohol or illegal drug use by Contractor's employees or subcontractors while on County property, Contractor shall immediately remove the individual(s) from the jobsite and notify County. County may, in its discretion, require Contractor to remove individuals it reasonably believes to be under the influence of drugs or alcohol.

35. 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 at no additional cost to County. Contractor must maintain sufficient and service appropriate supplies on-site to perform clean-up activities. At no time may Contractor use County's cleaning supplies or equipment. Upon final completion, Contractor shall thoroughly clean-up all areas impacted by the work, as mutually agreed to with the County's Project Manager. If at any time Contractor fails to clean up the work area to acceptable levels, County may retain outside cleaning services and the actual cost for cleaning services will be deducted from Contractor's final payment. A minimum of $50.00 to cover County's time for securing services to properly clean and inspect the site will be charged to Contractor for each occurrence.

36. PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which County has an interest, as well as any adjacent private property, must be protected against damage or interrupted services by Contractor. All necessary protective equipment, fencing, barriers, or similar structures, including pollution, erosion, and sediment controls, must be in place before the start of work and be maintained for the duration of the work. Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of Contractor's operations. In the event Contractor fails to comply with these requirements, County reserves the right to secure the required services and charge the costs of such services back to Contractor. Contractor assumes the risk of loss of damage to the County's property during possession of such property by Contractor and until delivery to and acceptance of that property to County. Contractor will immediately repair, replace or make good on the loss or damage without cost to County, whether the loss or damage results from acts or omissions, negligent or otherwise, of Contractor or a third-party.

37. CERTIFICATION, LICENSURE, PERMITS, AND FEES

Contractor shall, at the time it submits any offer to County and for the full term of the contract, maintain all licenses, certifications, qualifications, and levels of experience and training required by applicable state or local regulatory authorities and as expressly stated or implied by the County in the solicitation documents and any scope of work to provide the goods and/or services required under the contract. Contractor shall promptly notify County in writing of any investigations, notices, or violations arising from

or related to the Contractor's performance of the contract by any licensing, certifying, or regulatory body overseeing contractor's profession.

Contractor will be solely responsible for obtaining all necessary licenses, approvals, permits, and inspections (to include payment of fees) required to complete the service, unless expressly stated otherwise in the scope of work or solicitation documents, and shall comply with all laws, ordinances, regulations, building, or other code requirements applicable to the work.

Contractor shall ensure that any subcontractor engaged by Contractor to perform work under the contract is appropriately licensed and qualified to perform its portion of the work; Contractor shall be responsible for verifying the competency of its subcontractors and suppliers. Contractor shall provide proof of licensure or certification for itself and its subcontractors to County upon request. Failure to maintain all required licenses, or obtain all required permits, inspections, or approvals, will entitle the County, at its option, to terminate the contract. Damages, penalties, or fines imposed on County or Contractor for Contractor's failure to obtain required licenses, permits, or inspections, or payment of fees, will be borne by Contractor and may be deducted by County from Contractor's final payment, if charged directly to County.

Contractor shall maintain sufficient financial support and organization to ensure satisfactory delivery of the goods and services provided under the contract.

38. INDEPENDENT CONTRACTOR; RESPONSIBILITY AS EMPLOYER

Contractor and all its employees agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint ventures, or partner of the County. Contractor will have no authority to contract for or bind the County in any manner and shall not represent itself as an agent of the County or as otherwise authorized to act for or on behalf of the County. Contractor shall bear sole responsibility for all employment-related obligations, including wages, taxes, benefits, and claims.

Contractor shall ensure that its employees are competent, careful and reliable; all employees must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the contract documents. County may require the Contractor to remove any employee it deems unacceptable. Contractor's employees may be required to wear appropriate identification.

39. MINIMUM WAGE

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.

40. E-Verify

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

The Contractor shall include in all contracts with subcontractors performing work under this Agreement to comply with Section 448.095, Florida Statutes, 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. Contractor's failure to comply with this section, or Contractor's use of any subcontractor that fails to comply with this section, shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately for cause. Contractor shall be liable for all costs, damages, losses, and delays arising from such noncompliance.

41. INDEMNIFICATION REQUIREMENTS

41.1. General Indemnification Clause:

To the extent permitted by law, Contractor shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, damages, losses, and costs, including attorneys' fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by Contractor or its employees, agents, servants, partners, principals or subcontractors. 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. 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 the County as set forth in Section 768.28, Florida Statutes. 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 County or its officers, employees, agents and instrumentalities as provided in a solicitation or any contract arising from a solicitation. This indemnification shall survive the termination of this Agreement.

41.2. Indemnification Clause for State Funded Projects:

The following contract clause shall be included in any contract paid in whole or in part utilizing state funding sources including, but not limited to, Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), and the Florida Division of Emergency Management; the term "Department" shall apply to the applicable state agency providing funds:

> To the extent permitted by law, Contractor shall indemnify and hold harmless County and Department, including its officers, employees, agents and instrumentalities from any and all liability, damages, losses, and costs, including attorneys' fees and costs of defense, which County or Department, or their respective 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 Contractor or its employees, agents, servants, partners, principals or subcontractors. Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County or Department, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. 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 the County or the Department as set forth in Section 768.28, Florida Statutes. The Contractor expressly understands and agrees that any insurance protection required by the contract or

otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County, the Department, or its officers, employees, agents and instrumentalities as provided in a solicitation or any contract arising from a solicitation. This indemnification shall survive the termination of this Agreement.

41.3. CCNA Indemnification Clause:

For contracts entered into under the Consultant's Competitive Negotiation Act (CCNA) Statute, the following contract clause will replace the General Contract Clause in paragraph 40.1 of this section:

The Consultant will indemnify and hold harmless County and its officers, commissioners, and employees for any damages resulting from the failure of Consultant to take out and maintain the required insurance. The Consultant will indemnify and hold harmless the County, its officers and employees 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 Consultant, its personnel, employees, and other person utilized by Consultant in the performance of this agreement, including defects in design and errors or omissions that result in material cost increases to County, pursuant to Section 725.08, Florida Statutes. Such indemnification will include the payment of all valid claims, losses, and judgments in connection therewith and the payment of all related fees and costs. The County reserves the right to defend itself with its own counsel or retained counsel. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of County as set forth in Section 768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.

42. FRAUD, MISREPRESENTATION, AND MATERIAL MISSTATEMENT

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

43. RIGHT TO AUDIT

County reserves the right to require Contractor to submit to an audit, by any auditor of County's choosing. Contractor shall provide access to all records which relate directly or indirectly to the contract at its place of business during regular business hours. Contractor shall retain all records pertaining to the contract and upon request make them available to the County for five (5) 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: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. Contractor agrees to provide such assistance as may be necessary to facilitate review or audit by County to ensure compliance with applicable accounting and financial standards.

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

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

43.1. TECHNOLOGY SERVICES

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

44. PUBLIC RECORDS

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

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

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

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

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

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

43.2.4 Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract,

CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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

43.4 Failure to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

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

43.6 Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

43.7 The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that Contractor has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that Contractor is acting on behalf of the County as provided under section 119.011(2), Florida Statutes. As stated above, Contractor may contact County with questions regarding the application of the Public Records Law; however, Contractor is advised to seek independent legal counsel as to its legal obligations. County cannot provide Contractor advice regarding its legal rights or obligations.

44. PROPRIETARY/CONFIDENTIAL INFORMATION

44.1. Solicitation Documents, Quotes, Vendor Proposals.

All information submitted in response to a solicitation will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"); Contractor should not submit any information in response to a solicitation which the Contractor considers proprietary or confidential. The

submission of any information to County in connection with a solicitation will be deemed a waiver from release of the submitted information unless Contractor specifically asserts confidentiality by citing the specific statute/law that provides an exemption/confidentiality and clearly identifies the specific section(s) of the Vendor's documents to which it applies, otherwise all confidentiality is waived by Vendor. FAILURE TO SPECIFICALLY CITE AN EXCEPTION TO STATE PUBLIC RECORDS LAW OR FEDERAL LAW WILL BE DEEMED A WAIVER; GENERAL ASSERTIONS OF CONFIDENTIALITY ARE NOT ACCEPTED.

44.2. Confidential and/or Exempt Information.

Contractor must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received as part of a solicitation and contract and which are produced by Contractor under the contract. Contractor agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Upon completion of the work, Contractor will return to County all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents, and electronic files. Contractor, upon request, will provide written certification to County that all documents designated as confidential and/or exempt have been returned to County or destroyed; County's failure to request written certification is not a waiver of Contractor's responsibilities under this section.

45. TERMINATION

45.1. Termination for Convenience

The County, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice to Contractor without penalty to County; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the County until said service is completed and accepted. Upon receipt of such notice, the Contractor shall not incur any additional costs under the contract unless expressly authorized to do so by County. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the County with the required thirty (30) day advance written notice, County shall reimburse Contractor for actual work satisfactorily completed and reasonable expenses incurred by Contractor prior to the date of termination. The County will be the sole judge of "reasonable costs."

45.2. Termination due to Unavailability of Funding

When funds are not appropriated or otherwise made available to support continuation of performance of the contract in a current or subsequent fiscal year, the contract will be cancelled by the County without penalty, 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.

45.3. Termination for Cause or Default

The County reserves the right to terminate any contract, in whole or in part, or effect other appropriate remedy, in the event of Contractor's actual or anticipated failure to perform in accordance with any of the terms and conditions in the contract documents. County further reserves the right to suspend or debar Contractor in accordance with the County's ordinances, resolutions, and administrative orders. County will provide Contractor written notice of default and County's intent to terminate the contract and Contractor will be given ten (10) business days to cure the default. If the default is not cured to the satisfaction of the County within the time provided, the County shall have the right, in its sole discretion, to take any of the following action(s): (i) immediately terminate the agreement in whole or in part by written notice thereof; (ii) begin assessment of liquidated damages, if applicable; (iii) upon written request by Contractor setting forth a reasonable basis for additional time, grant Contractor additional time to cure the default; and/or (iv) take such any other action as County deems in its best interest,

including, but not limited to, seeking all available legal and equitable remedies. Termination costs shall not apply to County. The thirty (30) day advance notice requirement is waived in the event of termination for cause. In the event of termination for default, the County may procure the required goods and/or services from any source, using any method it deems to be in its best interest. All re- procurement costs will be borne by the Contractor; County shall have the right to withhold final payment to Contractor to cover costs incurred resulting from Contractor's breach of contract

46. COPYRIGHTS

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

County owns and retains all proprietary rights and interest in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission. No intellectual property created under this Agreement may be reused by Contractor for another client if such reuse would impair the County's interests. Use of any County Intellectual Property requires express written consent from the County. Any unauthorized use shall constitute a material breach of this Agreement and may result in termination and all other remedies available to the County.

47. SOVEREIGN IMMUNITY

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

48. FORCE MAJURE

The Parties will exercise every reasonable effort to meet respective obligations under the contract but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and other cause whatsoever beyond the reasonable control of the parties. Contractor shall provide written notice to the County within five (5) business days of becoming aware of a force majeure that will significantly delay performance. Failure to provide timely notice shall constitute a waiver of any claim of force majeure by Contractor. Upon receipt of Contractor's written notice, County shall determine, in its sole discretion, whether a force majeure event has occurred and whether a schedule extension or other accommodation is warranted; any extension of time or accommodation granted by County shall be formalized through a contract modification or change order signed by both parties. County shall not be obligated to grant Contractor any increase in compensation due to a force majeure event and shall not be liable to Contractor for damages or increased costs; an extension of time shall be Contractor's sole remedy. The County may terminate the contract, in whole or in part, if a force majeure event materially impairs performance or frustrates the purpose of the contract, without liability to Contractor other than payment for goods or services properly delivered and accepted prior to termination.

Notwithstanding the foregoing, contracts for goods or services expressly entered for emergency response purposes following manmade or natural disasters/emergencies shall not claim force majeure for delays and/or failures in performance by Contractor that are in any way related to emergency/disaster conditions (i.e., fuel shortages, airport closures, lodging shortages, etc.) and shall be expected to perform immediately following such event.

49. NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve Contractor of duty to perform or give rise to any right to damages or additional compensation from County. 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 County.

50. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS, FEDERAL STANDARDS

Contractor shall comply with all federal, state, and local laws, regulations, and standards applicable to provision of the goods and/or services specified in the contract 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), and any successor or analogous regulatory authority.

51. CIVIL RIGHTS COMPLIANCE

Contractor affirms that during the contract term it will comply with all applicable federal, state, and local civil rights laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992. Contractor shall not, on the basis of race, color, national origin, religion, sex, age, disability, or marital status, discriminate in any manner against its employees or applicants for employment. Contractor shall also ensure that all subcontractors comply with the same requirements Contractor acknowledges the validity of any contract is conditioned upon the truthfulness of this statement.

52. RETURN OF MATERIALS

Upon the request of the County, but in any event upon termination of the contract, Contractor shall surrender to County all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under the contract, that were furnished to the Contractor by the County pursuant to the contract.

53. PUBLIC ENTITY CRIMES; FLORIDA CONVICTED/SUSPENDED VENDOR LISTS

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

54. DISCRIMINATORY VENDOR LIST (STATE FUNDED PROJECTS)

As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the

construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor affirms that it is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under the contract are not listed on the Discriminatory Vendor List.

55. ANTITRUST VIOLATOR VENDOR LIST (STATE FUNDED PROJECTS)

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

56. FOREIGN GIFTS AND CONTRACTS

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

57. CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes, for contracts where Contractor may have access to personal identifying information, Contractor certifies to the County that (1) Contractor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in Contractor; and (3) Contractor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

58. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

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

59. NET ZERO POLICIES

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

60. CERTIFICATION REGARDING SCRUTINIZED COMPANIES

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

For purchases of $1 million or more:

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

61. ANTI-TRAFFICKING RELATED ACTIVITIES & COMPLIANCE WITH HUMAN TRAFFICKING LAWS

60.1. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from: (1) Engaging in severe forms of trafficking in persons during the period of performance of the contract; (2) Procuring commercial sex acts during the period of performance of the contract; (3) Using forced labor in the performance of the contract; (4) Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (5) Using misleading or fraudulent practices during the recruitment of employees; (6) Charging employees or potential employees recruitment fees; (7) Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees; (8) Providing or arranging housing that fails to meet the host country housing and safety standards; or (9) Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

60.2. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. Contractor agrees to comply with laws related to human trafficking and shall

provide the County with a signed affidavit affirming compliance with human trafficking laws before entering into a contract with County.

62. STATE FOREST PRODUCTS

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

63. ADA REQUIREMENTS

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

64. PROHIBITION ON CONTRACTING WITH TERRORIST ORGANIZATIONS

Per Section 943.03102(4)(b), Florida Statutes, the Florida Legislature has enacted laws to prohibit contracting with foreign or domestic terrorist organizations as published in the Florida Administrative Register. Contractor agrees to comply with laws related to designated domestic or foreign terrorist organizations and is responsible for ensuring that any of Contractor's counterparties, subcontractors, owners, and affiliates engaged or proposed to be engaged under this contract are not designated as domestic or foreign terrorist organizations. Contractor shall provide County with a signed affidavit, affirming compliance before entering into a contract with County.

65. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that the State of Florida has not "opted out" of 8 USC 1621 and agrees that if Contractor is provided a grant of public funds from County, use of said public funds will comply with 8 USC 1621. Contractor shall provide County with a signed affidavit affirming compliance before entering into a contract with County.

66. PROHIBITION RELATED TO DIVERSITY, EQUITY, AND INCLUSION

Per Section 287.139, Florida Statutes, the Florida Legislature has enacted laws prohibiting the use of public funds for requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in ss. 125.595(1) ("DEI"). Contractor agrees to comply with laws related to use of public funds for DEI related activities; Contractor shall provide County with a signed affidavit affirming compliance before entering a contract with County.

67. CONTRACTS FOR GOODS OR SERVICES RELATED TO EMERGENCY RESPONSE (§ 252.505, FS)

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

68. FIRST PRIORITY FOR GOODS AND SERVICES

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

69. GOVERNING LAW, VENUE, WAIVER OF JURY TRIAL

The 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, and Contractor irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding. Contractor irrevocably and unconditionally waives any objection to venue or claim of inconvenient forum. CONTRACTOR KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

70. CAPTIONS

The captions utilized are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions herein.

71. SEVERABILITY

The invalidity or unenforceability of any particular provision of the contract will not affect the other provisions of the contract, and the contract must be construed in all respects as if such invalid or unenforceable provisions were omitted; upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify the contract to reflect the original intent of the parties in entering the contract.

72. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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. County may withhold access to any protected or confidential information unless and until such agreement is fully executed.

If 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 County or another source, while providing services to County under the contract, Contractor shall only use or disclose that information pursuant to the SAMHSA regulations. Contractor shall be fully responsible for the acts and omissions of its employees, agents, subcontractors, and representatives with respect to protected or confidential information. Contractor shall bear all costs of breach notification, mitigation, credit monitoring,

regulatory response, and remediation. 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. Any unauthorized use or disclosure of protected or confidential information shall constitute a material breach of the contract and shall entitle the County to immediate termination, injunctive relief, and any other remedies available at law or in equity.

73. NOTICES

All notices given by one party to the other party under the contract must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

Contractor: to the address provided in its bid submittal to County or, in the case of an informal solicitation, to the address provided on Contractor's quote; and

County: to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 416, Tavares, Florida, 32778 with a copy emailed to purchasing@lakecountyfl.gov.

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

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

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

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EXHIBIT C1 **27-605**

PUBLIC WORKS ADDITIONAL TERMS AND CONDITIONS

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

1. INTENT OF CONTRACT DOCUMENTS

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

B. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project.

C. If drawings are provided, they intended to show general arrangements, design and extent of work. In the event of a discrepancy between or among the drawings, specifications or other contract document provisions, the contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the contractor, as determined by the Project Manager.

2. ERRORS AND OMISSIONS

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

3. EMERGENCIES

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

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

consequences of the changes or variations. If the contractor fails to provide written notice within the twenty-four (24) hour limitation noted above, the contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

4. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUSE MATERIALS

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

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals or wastes caused by the contractor must be reported immediately to the proper authority and the Project Manager. All spills shall be cleaned up in accordance with all local, State, and Federal regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the contractor shall be the sole responsibility of the contractor and the County will share no responsibility for these costs. A copy of the completed compliance order with local, State, and Federal agencies shall be given to the County.

D. If any hazardous chemicals or conditions are discovered by the contractor during the normal work operation, it is the responsibility of the contractor to immediately contact the Project Manager with a description and the location of the condition.

E. The Project Manager or other County representatives may periodically monitor the work for safety. Should there be safety or health violations, the County's representative may have the duty to require the contractor to correct the violation in an expeditious method. If there is any situation that is deemed unsafe by the Project Manager or other County representatives, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

F. Should the work site be in a hazardous area, the County shall take reasonable actions to furnish the contractor with information concerning hazards such as the types of the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the contractor in the planning of a safe work site. The contractor retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and do not need to have warrants or permission to enter the work site.

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

5. GENERAL INSPECTION REQUIREMENTS

A. Due to the nature of this Agreement, The County shall at the time of establishment of need, require the contractor to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for contractor's inspection of facilities or sites or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of contractor on that individual project.

B. Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the work performed or materials used are in accordance with the requirements and intent of the specifications. If the Project Manager so requests, the contractor shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore the uncovered portions of the work to the standard required by the specifications. Should the work exposed or examined prove unacceptable in the opinion of the Project Manager, the uncovering or removal, and the replacing of the covering or making good of the items removed, shall be at the contractor's expense. However, should the work exposed or examined prove acceptable in the opinion of the Project Manager, the uncovering or removing and the replacing or the covering or making good of the items removed, shall be paid for by the County.

C. If during or prior to the operations, the Project Manager should fail to reject defective work or materials, whether from lack of discovery of such defect, or for any other reason, such initial failure to reject shall in no way prevent the Project Manager's later rejection when such defect is discovered, nor obligate the County to final acceptance or payment, and the contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If during or prior to the operations, the Project Manager, rejects any portion of the work on the grounds that the work or materials are defective, the Project Manager will give the contractor notice of the defect. The contractor shall then have seven (7) calendar days from the date the notice is received to correct the defective condition. If the defect has not been corrected within seven (7) calendar days, the Project Manager will send a second written notice to the contractor giving the contractor another seven (7) calendar days to correct the defect. If the contractor fails to correct the deficiency within the second

seven (7) calendar days after receipt of the notice, the County may take whatever action is necessary, including correcting the deficient work utilizing another contractor or terminating the contract.

E. Should the contractor fail or refuse to remove and renew any defective material used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the County, will have the authority to cause the unacceptable or defective materials or work to be repaired, removed and replaced, as may be necessary, at the contractor's expense. Any expense incurred by the County, whether direct, indirect or consequential, in making the repairs, removals, or replacements, which the contractor has failed or refused to make, shall be paid for out of any monies due or which may become due the contractor, or may be charged against the contract bond, if any. A Change Order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such direct, indirect and consequential costs shall include, such as, but not be limited to: costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of work of the contractor's defective work and additional compensation due the County. The contractor shall not be allowed an extension of the contract time because of any delay in performance of the work attributable to the exercise by the County of the County's rights and remedies hereunder.

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

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

6. PROJECT MANAGER

It is agreed to by the parties that the Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

7. CONTRACT TIME AND TIME EXTENSIONS

A. Unless otherwise provided, contract time shall mean the number of consecutive business days form the commencement date noted in the properly executed purchase order to the date on which all work is to be completed. The contractor shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as well as coordinate the contractor's work with the work of other contractors so that the contractor's work or the work of others shall not be delayed or impaired by any act or omission of any act by the contractor. The contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the contractor, and not due to the contractor's fault or neglect, the contractor shall notify the Project Manager by telephone as soon as possible and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the contractor may have had to request a time extension.

C. If the contractor complies with the two (2) business days' notice requirement, the Project Manager will ascertain the fact and the extent of the delay being claimed and recommend an extension to the contract time when, in the Project Manager's sole judgment, the findings of fact justify such an extension. The contractor shall cooperate with the Project Manager's investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted for only those delays which impact the contractor's schedule. Extensions of contract time, if approved by the Project Manager, must be authorized in writing.

D. Weather events are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.

E. The County shall be entitled to assess charges, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date it is accepted by the County's Representative. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages shall be as follows:

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

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

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

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

8. HOURS OF OPERATION

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

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

B. Special schedules may be established if necessary because of problems with noise or similar problems affecting citizens in homes or buildings adjacent to the roadways.

C. Under no circumstance, except in the case of an emergency, will permission be given for work on New Year's Day, Independence Day, Thanksgiving Day or Christmas Day. If the official holiday is on a Saturday, the County observes the holiday on Friday and if the holiday is on Sunday the County observes the holiday on Monday. The contractor shall not be allowed to work on the alternate day for the above mentioned holidays. The Project Manager may consider approval in accordance with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving.

D. When the contractor requests and is approved for Saturday, Sunday or Holiday work, the County may assess the contractor the sum of Two Hundred Fifty Dollars ($250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9. CHANGES IN WORK

A. The County may at any time, by issuance of a Change Order executed in accordance with the County's Purchasing Policies and Procedures make changes within the general scope of this Agreement. If additional work or other changes are required an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the Change Order, the contractor shall commence performance of the work as specified.
B. The contractor shall not commence any additional work or other changes covered by the Scope of Services for the individual project without an executed Change Order. If the contractor performs additional work beyond the specific requirements of this Agreement without an executed Change Order, it shall be at the contractor's own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed Change Order.

10. CLAIMS AND DISPUTES

A. Claims by the contractor shall be made in writing to the Project Manager within two (2) business days after the commencement of the event giving rise to such claim or else the contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within ten (10) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the contractor shall be deemed to have waived the claim. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work".

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

1. Claims by the contractor shall be resolved in the following manner:

a. Upon receiving the claim and supporting data, the Project Manager will review the claim, or if the Project Manager is not a County employee, will forward the claim to the County. The County will within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied, the County will specify the grounds for denial. The contractor shall then have fifteen (15) calendar days in which to provide additional supporting documentations, or to notify the County that the original claim stands as is.
b. If the claim is not resolved, the County may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the County declines to mediate the dispute, the contractor may bring an action in the County or Circuit Court sitting in Lake County, Florida.

2. Claims by the County against the contractor shall be made in writing by the Project Manager as soon as the event leading to the claim is discovered by the County. Written supporting data shall be submitted by the Project Manager. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The party to whom the Project Manager's determination is not in favor of may appeal the determination as set forth in subsection (2) above.

3. Arbitration shall not be considered as a means of dispute resolution.

11. LANDS FOR WORK AND ACCESS THERETO

A. County shall furnish and define the limits of land for access to the work site and for the site proper. No storage or equipment shall take place on private property unless the contractor has a letter from the landowner authorizing the contractor to do so. A copy of the letter shall be provided to the County. The contractor shall supply the Project Manager any such letter before the equipment is placed there. Any and all other lands required by the contractor shall be procured by the contractor at the contractor's expense.

B. As the work progresses, the contractor shall keep the site reasonably clear of rubbish, trash, waste, and other disposable materials on a daily basis. If the contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the contractor cleans up the site to the satisfaction of the County. If the contractor fails to clean up the site, the County may choose to clean up the site at the contractor's expense.

C. The contractor shall, absent written permission from a private property owner, confine all storage of materials, equipment, and the operations of workers to the project site and land and areas identified in

and permitted by the contract documents. The contractor shall assume full responsibility for any damage to any such land or area or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the work. At the completion of the work, the contractor shall remove all debris, rubbish and waste materials from and about the project site, as well as all tools, appliances, equipment, machinery, and surface materials and shall leave the project site clean. All service and supply operations shall be conducted outside the clear zone unless the contractor has proper authorization and traffic control. No supply vehicles shall enter the median for any purpose. No service vehicles shall enter the median except when necessary to repair or remove inoperable equipment.

D. Any equipment/material left within the right of way shall be outside the clear zone. No equipment/material shall be parked overnight in the median.

12. MAINTENANCE OF TRAFFIC (MOT)

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

A. Maintenance of traffic shall be the responsibility of the contractor, is part of the contractor's proposal price, and shall confirm to FDOT's most current editions of "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2018 edition (or latest edition), or FDOT's "ROADWAY AND TRAFFIC DESIGN STANDARDS", 2018 (or latest edition), or FDOT's "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS," 2016 (or latest edition), Federal Highway Administration (FHWA) "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at: www.dot.state.fl.us/mapsandpublications.

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

C. If the contractor feels that assistance from an off duty police officer is needed, it shall be the responsibility of the contractor to hire and pay for this service.

D. All lane closures shall have the prior approval of the Project Manager.

E. The foregoing requirements are to be considered as minimum and the contractor's compliance shall in no way relieve the contractor of final responsibility for providing adequate traffic control devices for the protection of the public and contractor's employees throughout the work area.

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

13. UNDERGROUND UTILITIES

Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the contractor to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached

by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the contractor shall be the responsibility of the contractor. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The County shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

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

A. The contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the Project Manager. The contractor shall be responsible for all unauthorized cutting or damages of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The contractor shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the contractor or any one for whom the contractor is legally liable is responsible for any loss or damage to the work, or other work or materials of the County or County's separate contractors, the contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the contractor.

C. The contractor shall not disturb any benchmark established by the County with respect to the project. If the contractor, or its subcontractors, agents or any one for whom the contractor is legally liable, disturbs County benchmarks, the contractor shall immediately notify the Project Manager. The County shall have the benchmarks re-established and the contractor shall be liable for all costs incurred by the County associated therewith. Such costs shall be deducted from any amounts due the contractor.

D. During the period of production of work and the warranty period the contractor shall be responsible for processing any and all claims for property damage and or bodily injury caused by the failure of the work including, such as but not limited to: motor vehicles or pedestrians. The contractor shall be responsible for the payment of all property damage and bodily injury claims and agrees to save and hold harmless the County from all such claims. Claims not handled by the contractor or their representative in the proper manner, will be settled by the County. The County shall recover all costs from the contractor.

E. All items damaged as a result of contractor or subcontractor operations, such as but not limited to: sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs or other property owned by the County or private landowner, shall be either repaired or replaced by the contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Project Manager. Any claims submitted to the County, such as but not limited to: from utility companies or landowners, which are determined to be the result of damage done by the contractor, shall be the responsibility of the contractor. The County reserves the right to pay any such claims and deduct such amount from the contractor's invoice. Repairs, or receipt of repairs, will be completed and submitted to the County prior to submission of the contractor's invoice for work accomplished. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the contractor.

F. The contractor shall replace any asphalt that has been damaged as a result of hydraulics spilled from their equipment.

G. Complaints shall be addressed within two (2) business days and a written report submitted to the Project Manager outlining actions taken to correct the complaint. The contractor shall notify the County immediately of any complaints given directly to the contractor.

H. If in the course of completing work as part of this contract there is an accident that involves the public, the contractor shall as soon as possible, inform the Project Manager of the incident by telephone. The contractor shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, the contractor shall forward a copy of the report to the Project Manager.

I. The contractor shall be responsible for re-grading and re-sodding any areas that are disturbed by the contractor during the course of the work being completed.

15. EQUIPMENT

A. The contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. The County reserves the right to inspect all equipment before it is placed in or while it is in service. If in the opinion of the Project Manager, the contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the contractor shall provide additional equipment as directed by the Project Manager. All equipment may be inspected and approved by the Project Manager before it is placed in service. If at any time, the Project Manager before it is placed in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the contractor's equipment by the Project Manager shall not relieve the contractor of the responsibility or liability for injury to persons or damage to property caused by the operation of the contractor's equipment, nor shall it relieve the contractor of the responsibility to meet the established time for the completion of the service.

B. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. At a minimum, all equipment used within the right of way shall be equipped with a slow moving vehicle sign, and properly operating amber flashing or white strobe light.

C. The equipment used must be in good repair and operating condition at all times. This service requires that all equipment shall be environmentally safe, with no oil leaks, blowing fuel, or leaking hydraulic lines.

16. SANITATION

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

17. OTHER WORK

A. The contractor will cooperate with County personnel or anyone who may be engaged in authorized work prior to final completion of the project.

B. The contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other work related to the project site or, in the general vicinity of the site by the County's own forces, have other work performed by utility owners or other direct contracts. If other work is not identified in the contract documents and if the contractor believes that such performance will involve additional expenses to the contractor or require additional time, the contractor shall send written notice of that fact to the County and the Project Manager within two (2) business days of being notified of the other work. If the contractor fails to send the above required notice, the contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the contract time or adjustment to the contract amount. The contractor shall afford each utility owner and other contractors (or the County, if the County is performing additional work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its work with theirs. The contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected.

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

18. BONDS

Not applicable to this solicitation.

19. FINAL INSPECTION

A. Maintenance of Work. The contractor shall maintain all work in as-new condition until the final inspection is completed and the work accepted by the Project Manager.

B. Upon notice from the contractor that the service has been completed, the Project Manager will make a final inspection within five (5) business days of receipt of notification. The Project Manager will notify the contractor if necessary of any deficiencies with the project. The contractor shall correct all deficiencies before final acceptance and payment is made. If the deficiencies have not been completed within the contracted time, the Project Manager may send out a notification notifying contractor of assessment of Liquidated Damages that can be applied for any day over the time allowed per the contract.

C. The contractor shall notify the Project Manager when the deficiencies have been completed and corrected. If the deficiencies are not corrected when inspected, the contractor shall be notified again in writing about any deficiencies. Once the repairs have been corrected by the contractor, the Project Manage shall make another inspection. There shall be an eighty dollar ($80.00) inspection fee assessed to the contractor for this inspection and any re-inspection that may be required after that. The fee is assessed to offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections. The fee(s) shall be deducted from the final invoice for that release order.

20. FINAL ACCEPTANCE

A. The contract will be considered complete when all work has been completed and has been accepted by the County and the Project Manager. The contractor will then be released from further obligation except as set forth in the warranty or bonds in this Contract.

B. The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the contractor be discovered after the final payment has been made, to claim and recover from the contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the Project Manager.

21. MEASUREMENT AND PAYMENT

A. All work completed under the terms of this contract shall be paid as a unit price payment at the cost as established in Section 4, Pricing/Certifications/Signatures, Pricing Section and as discussed in Section 2, Scope of Services.

B. The contractor shall accept compensation provided under the terms of this contract as full payment for furnishing all materials and for performing all work contemplated and embraced under this contract. Such compensation shall also be for any and all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the contract period until final acceptance by the County.

22. WARRANTY

A. The contractor shall obtain and assign to the County all express warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after final completion and acceptance, any work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

B. The sod shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the contractor shall treat the affected areas. The process for treating these areas shall be approved by the Project Manager. If the sod does not meet any of the specifications within this document, the contractor shall be responsible to replace it at no expense to the County. It shall be the responsibility of the contractor to ensure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the contractor shall be responsible for the replacement at no cost to the County.