

**AGREEMENT BETWEEN THE  
CITY OF PORT ST. LUCIE, FLORIDA  
AND  
HILL YORK SERVICE COMPANY, LLC  
FOR  
HVAC MAINTENANCE AT CITY BUILDINGS AGREEMENT**

THIS AGREEMENT is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (“City”) and **HILL YORK SERVICE COMPANY, LLC**, a Florida limited liability company, whose mailing address is 2125 S Andrews Ave., Fort Lauderdale, FL 33316 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

**WITNESSETH**

**WHEREAS**, the City requires goods and services of Contractor similar those in ITB #23-402 for Full Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, Including Water Analysis and Treatment, between Contractor and Lake County, including its amendments, assignments, renewals, and addenda (collectively referred to as “Contract Documents” or the “Contract”); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and Lake County, including any and all contract renewals, amendments and change orders, substituting the “City of Port St. Lucie” for “Lake County,” in all places; and

**WHEREAS**, the City is not using the Contract as a piggyback agreement. Instead, the City and Contractor desire to incorporate the terms and conditions of the Contract to simplify and expedite negotiations;

**WHEREAS**, the City also desires to add additional terms and conditions, so that the parties have their own separate agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

**Section 1. Whereas.** The “whereas” clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

**Section 2. Terms.** The following terms apply to this Agreement.

- A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and the Lake County, including any contract renewals, amendments, and change orders. The Contract is attached hereto and incorporated herein by reference.
- B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for the Lake County, Buyer, and/or Customer regarding any and all provisions of the Contract, including by example, but not limited to, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein. The services that will be provided to the City of PSL will be preventative maintenance and not Full Maintenance. This is currently the services that are being provided now.
- C. Term. This Agreement shall be effective from the date upon which all parties have executed it through December 31, 2025.
- D. Purchase Orders. Unless otherwise noted by the City, all prices shall be firm through the period of the Agreement or purchase order and shall not be subject to increase. In the event of a manufacturer's or Contractor's price decrease during the Agreement period, the City shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Agreement period. The Procurement Director must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Agreement for cause. In accordance with the Contract, delivery shall be ten (10) calendar days after receipt of purchase order. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding City holidays.
- E. Product and Pricing. The City may purchase goods and/or services at the corresponding prices listed in the attached exhibit labeled City of PSL Labor Rates.
- F. Delivery/Service Time and Location. Invoices shall contain the parties' agreed upon time, date, and location for any delivery or service.
- G. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1<sup>st</sup>), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.
- H. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.
- I. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.

- J. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in section 768.28, Florida Statutes.

**Section 3. Notice.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

**Section 4. Public Records.** Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically to:

A. Keep and maintain public records required by the City to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).
2. During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub engineer invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports, and records relating to this Agreement.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

B. Upon request from the City's custodian of public records, provide the City 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. If Contractor does not

comply with the City's request for records, City shall enforce the provisions in accordance with this Agreement.

- C. Ensure that project 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to City.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
121 SW PORT ST. LUCIE BLVD.  
PORT ST. LUCIE, FL 34984  
(772) 871-5157  
[PRR@CITYOFPSL.COM](mailto:PRR@CITYOFPSL.COM)**

**Section 5. Scrutinized Vendors List.** By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company



on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

**Section 6. Law, Venue, and Wavier of Jury Trial.** This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement, arising from this Agreement, or related to this Agreement, shall be in St. Lucie County, Florida.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

**Section 7. Indemnification.** Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Agreement.

**Section 8. Insurance.** The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Agreement.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read: "**City**

**of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include Contract #20250058 for HVAC Maintenance at City Buildings."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned, and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Agreement, Contractor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

**Section 9. Audits.** The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursements supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

**Section 10. E-Verify.** In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Agreement was terminated. The parties agree that any such cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

**Section 11. Construction.** The title of the section and paragraph headings in this Agreement are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Agreement as a whole. The use of the term "including" in this Agreement shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All

singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Agreement is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Agreement.

**Section 12. Discriminatory, Convicted, and Antitrust Violator Vendor Lists.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may 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.

**Section 13. Cooperation with Inspector General.** Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

**Section 14. Non-Exclusivity.** Contractor acknowledges and agrees that this Agreement is non-exclusive.

**Section 15. Termination for Convenience.** The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Agreement upon thirty (30) days written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Agreement to the City up to the time of termination, pursuant to Florida law.

**Section 16. Merger.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement

supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

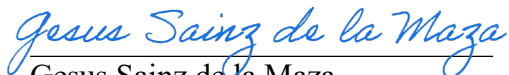
**SIGNATURE PAGE FOLLOWS**

CITY OF PORT ST. LUCIE,  
A Florida municipal corporation

\_\_\_\_\_  
Caroline Sturgis  
Director, Office of Management & Budget

Date: \_\_\_\_\_

HILL YORK SERVICE COMPANY, LLC

  
\_\_\_\_\_  
Jesus Sainz de la Maza  
Authorized Representative

Date: 1/16/2025



**City of PSL Labor Rates**  
**Service T & M Labor Rates**

<i>Office</i>	Service Call Labor Rates	
	<i>Straight Time</i>	<i>Overtime</i>
WPB / Treasure Coast	\$180.00	\$270.00
Truck Charge	\$125.00	\$125.00

CONFIDENTIAL

**MODIFICATION OF CONTRACT**

Modification Number: Two (2) Effective Date: 2/21/2024	Contract Number: 23-402 Title: Full Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, including Water Analysis and Treatment Effective Date: 02/01/2023										
Contracting Officer: Bill Ponko, CPPB E-mail: bill.ponko@lakecountyfl.gov Telephone Number: (352) 343-9489	Contractor Name and Address: Name: Hill York Service Company, LLC Address: 2125 S. Andrews Ave City: Ft. Lauderdale, Florida 33316 ATTENTION: Nikole Dunabeitia, CFO, Secretary										
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 416              Tavares, Florida 32778-7800           </div>											
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.											
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to perform as-needed HVAC repair and maintenance services, per the prices below:											
<u>Time &amp; Material Charge for Additional Work</u> <table style="width: 100%; border: none;"> <tr> <td>Technician regular working hours 8A-5P</td> <td style="text-align: right;">\$136/hour</td> </tr> <tr> <td>Technician after regular working hours</td> <td style="text-align: right;">\$204/hour</td> </tr> <tr> <td>Helper regular working hours 8A-5P</td> <td style="text-align: right;">\$125/hour</td> </tr> <tr> <td>Helper after regular working hours</td> <td style="text-align: right;">\$187.50/hour</td> </tr> <tr> <td>Material markup</td> <td style="text-align: right;">20%</td> </tr> </table>		Technician regular working hours 8A-5P	\$136/hour	Technician after regular working hours	\$204/hour	Helper regular working hours 8A-5P	\$125/hour	Helper after regular working hours	\$187.50/hour	Material markup	20%
Technician regular working hours 8A-5P	\$136/hour										
Technician after regular working hours	\$204/hour										
Helper regular working hours 8A-5P	\$125/hour										
Helper after regular working hours	\$187.50/hour										
Material markup	20%										
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Nikole Dunabeitia</u> Print Name: <u>Nikole Dunabeitia</u> Title: <u>COO</u> Date: <u>2/23/2024</u> E-mail: <u>ndunabeitia@hillyork.com</u> Secondary E-mail: _____	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>Bill Ponko</u> Title: <u>Contracting Officer</u> Date: <u>2/23/2024</u>										
Distribution: Original – Bid File Copy – Contractor Contracting Officer											



## MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 2/1/2024	Contract Number: 23-402 Title: Full Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, including Water Analysis and Treatment Effective Date: 02/01/2023
Contracting Officer: Bill Ponko, CPPB E-mail: bill.ponko@lakecountyfl.gov Telephone Number: (352) 343-9489	Contractor Name and Address: Name: Hill York Service Company, LLC Address: 2125 S. Andrews Ave City: Ft. Lauderdale, Florida 33316 ATTENTION: Nikole Dunabeitia, CFO, Secretary
Issued By: <div style="text-align: center;">             Procurement Services              Lake County Administration Building              315 W. Main St., Suite 416              Tavares, Florida 32778-7800           </div>	
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
<b>DESCRIPTION OF MODIFICATION:</b> Contract modification to extend agreement for Two (2) Years, to expire on 01/31/2026.	
<b>CONTRACTOR SIGNATURE BLOCK</b> Signature: <u>Jesus Sainz de la Maza</u> Print Name: <u>Gesus Sainz de la Maza</u> Title: <u>Vice President of Sales</u> Date: <u>11/6/2023</u> E-mail: <u>gesus@hillyork.com</u> Secondary E-mail: <u>lmiller@hillyork.com</u>	<b>LAKE COUNTY SIGNATURE BLOCK</b> Signature: <u>[Signature]</u> Print Name: <u>William Ponko</u> Title: <u>Contracting Officer</u> Date: <u>11/6/2023</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
HILL YORK SERVICE COMPANY, LLC  
FOR MAINTENANCE AND REPAIR OF CHILLER, BOILER  
COOLING TOWER, AND PUMP**

**ITB #23-402**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, referred to in this Agreement as COUNTY, and Hill York Service Company, LLC, a Florida limited liability company, its successors and assigns, referred to in this Agreement as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an Invitation to Bid, ITB #23-402 seeking firms or individuals qualified to provide full maintenance and repair of County chiller and boiler systems and their components to Lake County; and

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

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

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. Legal Findings: The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this agreement upon adoption hereof.
2. Purpose: The purpose of this Agreement is for CONTRACTOR to provide full maintenance and repair of County chiller and boiler systems and their components including but not limited to the listed equipment in this scope and shall provide water analysis and treatment, hereinafter, the "service."
3. Scope: On the terms and conditions set forth in this agreement, COUNTY hereby engages CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the service in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**, as modified or clarified by any addendums. There is no guarantee of a minimum or maximum dollar amount that will be expended as a result of this Agreement.
4. Term: This Agreement will commence upon the first day of the next calendar month after Board approval. This Agreement will remain in effect for an initial term of one year, with the option to renew this Agreement for two additional two-year periods. Continuation of the agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The parties acknowledge that the term may be extended until the completion of any express and implied warranty periods provided within this agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

5. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligation hereunder as provided in the pricing sheet attached as **Exhibit B**. Agreement prices will prevail for the full duration of the Agreement. Prior to the completion of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics.

6. Invoice: The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 10 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service.

7. Progress Invoices: CONTRACTOR will submit progress invoices no later than the first of each month to the Office of Facilities Management, 32400 C.R. 473, Leesburg, Florida 34788. All invoices will contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts or materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Service and are shown on the invoice, they will be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket will be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. CONTRACTOR will also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of agreement and this agreement may be terminated. Final invoices will include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. *Service \$25,000 and Under*: The COUNTY will provide a lump sum payment when all Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY; or

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

8. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

9. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the

work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

10. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the COUNTY'S Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

11. Funding: In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

12. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within 30-calendar days of the anniversary date of the Agreement and only after the Agreement has been in effect for at least one year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. The following apply:

A. Basis for Price Redeterminations. The CONTRACTOR may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The COUNTY will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the Agreement.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of 10% percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of 10% percent. Failure to make such petition may be grounds for Agreement termination and will entitle the COUNTY to a refund of the cumulative increase in pay to the



Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the CONTRACTOR'S operations in connection with the CONTRACTOR'S performance of the Agreement.

D. All Price Redeterminations will be calculated as demonstrated in this example:  
Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50  
Base index PPI - \$179.20  
PPI increase dollars \$21.30  
PPI increase percentage ( $\$21.30 / \$179.20 = .1189$ ) 11.9%  
Unit cost of the service is: \$100.00  
30% of \$100.00 is directly attributed to the redetermination category \$30.00  
 $\$30.00 \times 11.9\% = \$3.57$   
New unit price is  
( $\$100 + \$3.57$ ) \$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

13. County Responsibilities.

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

B. The COUNTY will pay in accordance with the provisions set forth in this Agreement. The COUNTY retains the right to inspect all work to verify compliance with the agreement documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

14. Agreement Documents.

A. Definitions: For purposes of this Agreement, the term "agreement documents" includes all bid documents, drawings, the Scope of Services, attachments to this agreement, and provisions within this Agreement, along with any change orders or amendments to this agreement. It is the intent of the agreement documents to describe a functionally complete Service which defines the scope of work. Any work,

materials, or equipment that may reasonably be inferred from the agreement documents as being required to produce the intended result will 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 will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

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

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

15. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.



B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

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

D. Superintendent: CONTRACTOR will have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Service.

F. Employee Documentation: If required by the COUNTY for a Service, CONTRACTOR will provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Service. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will be titled with the Company's name, the person's name, and the person's birthdate.

*Example:* ACME Plumbing - John H. Smith - 10/10/96. The documentation will include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

H. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of the CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys will be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR will immediately notify the COUNTY'S Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from the CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then a quarterly report due the first week of the month in January, April, July, and October for all employees currently being utilized for Projects or Services for the COUNTY. All additions or changes will be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized excel form at agreement initiation that will be used. Reports will be provided for the duration of the Service. The report will be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports will include the following information Individual's name, birthdate, and driver's license number, Identification badge/proximity card number, All facilities where the employee works, All facilities accessible by proximity card or key, The date the identification badge/proximity card was issued, Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage, and the date that the individual left employment of the contractor and the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for the COUNTY. CONTRACTOR will contact the COUNTY'S Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At the completion of the Service the CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

- i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.
- ii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.
- iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

N. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24 hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

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

16. Safety:

A. CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR will take all necessary precautions for the

safety of, and will provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR will be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR 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 will be borne by 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 CONTRACTOR and its employees.

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

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and agreement performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs

for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

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

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

- i. The chemical name and the common name of the toxic substance
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. 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.
- iv. The primary route of entry and symptoms of exposure.
- v. 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;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. 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.
- viii. 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.

17. Facilities Provisions.

A. Underground Utilities: Any required ground digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately

to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities.

**B. General Inspection Requirements:**

- i. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.
- ii. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- iii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.
- iv. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the agreement documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.

- v. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the agreement price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.
- vi. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this agreement.

18. Service Materials and Storage:

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

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

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

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

19. Time for Completion and Extensions:

A. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the agreement documents.

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

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

20. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the agreement unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the agreement price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

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

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



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

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

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

A. The COUNTY, through the Office of Facilities Management, shall determine whether the COUNTY will directly purchase certain materials required for the service. The CONTRACTOR shall prepare a list of proposed items that may be desirable for County direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify CONTRACTOR in writing of the specific materials which are intended to be purchased.

B. Within ten (10) calendar days from receipt of the written notice described in Paragraph 21.A., the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

C. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONTRACTOR as defined hereinabove, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

D. The COUNTY, through the Office of Facilities Management, will place the Order for the materials with the vendor.

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

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

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

**THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY.**

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the County's policy and the Change Order will become a part of the Contract Documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the County, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the County under this program.

22. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONTRACTOR will 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 will continue to make payments on the undisputed portion of the agreement in accordance with the agreement documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

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

the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.

- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. Acceptance of the Work and Final Payment: The work and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

24. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this agreement has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

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

26. Final Acceptance: When the Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

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

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

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

30. Warranties:

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

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

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

D. CONTRACTOR will be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five calendar days after the COUNTY notifies CONTRACTOR of such deficiency in

writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

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

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

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

32. Submittals and Equal Products:

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name and has not been notated as a "No Substitute" item, such identification is

intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY will make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

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

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

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

34. Termination: This Agreement may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONTRACTOR and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

35. Assignment of Agreement: This Agreement will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

36. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated 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 this Agreement. 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 working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$300,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized

statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

- iv. Employers Liability with the following minimum limits and coverage:
- |                       |           |
|-----------------------|-----------|
| Each Accident         | \$100,000 |
| Disease-Each Employer | \$100,000 |
| Disease-Policy Limit  | \$100,000 |

B. 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 all applicable policies. Certificates of insurance must identify the Solicitation/Agreement number in the Description of Operations section on the Certificate.

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

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

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

F. Certificate 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

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

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

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

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



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

37. Indemnity: The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever 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 at CONTRACTOR's expense. 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.

38. Independent Contractor: The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall 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.

39. 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 this agreement 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 fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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

41. Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the agreed pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments will be made within one year following the end of the agreement.

42. Public Entity Crimes: Pursuant to Section 287.133(2)(a), 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 submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under an agreement with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

43. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would

violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. 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 here and that no such person will have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

44. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

45. Accuracy: During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

46. Right to Audit: The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

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

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

47. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, 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 or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

48. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per person per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

49. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the agreement will 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.

50. Protection of Property:

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

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including

but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

51. Risk of Loss/Accident Notification: 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 the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. If in the course of completing work as part of this agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

52. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three 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'S Project Manager.

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

- i. Keep and maintain public records required by the COUNTY to perform the services identified herein.
- ii. 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.
- iii. 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.
- iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of

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

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

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

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. 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.

53. This Agreement is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida.

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

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

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

57. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Agreement.

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

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

60. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

61. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other agreements with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

62. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

63. The CONTRACTOR will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subcontractors without a COUNTY contract/agreement are limited to thirty percent of the task not to exceed \$35,000. Professional services subcontractors currently under agreement with the COUNTY obtained through competitive solicitation may be utilized by CONTRACTOR without limits. CONTRACTOR may be required to use subcontractors currently under contract with the COUNTY. The professional services subcontractors' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subcontractors will be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

64. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions hereof, and this Agreement will be construed as if such invalid or unenforceable provisions were omitted.

65. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice will 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 or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Nikole Dunabeitia, CFO, Secretary  
Hill York Service Company, LLC  
2125 S Andrews Ave  
Ft. Lauderdale, Florida 33316

If to COUNTY:

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

With a copy to:

County Attorney  
Lake County Administration Building  
315 West Main Street, Suite 335  
Post Office Box 7800  
Tavares, Florida 32778-7800

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

65. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This agreement contains the following exhibits, all of which are incorporated in this agreement:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the dates under each signature:

**CONTRACTOR**

HILL YORK SERVICE COMPANY, LLC

By: Nikole Dunabeitia

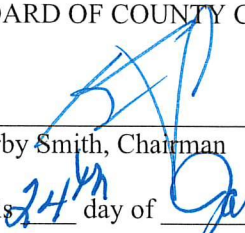
Nikole Dunabeitia, CFO/Secretary  
In his/her official capacity on behalf of  
Hill York Service Company, LLC

This 14th day of \_December, 2022.



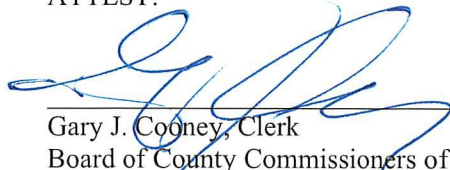
COUNTY

LAKE COUNTY, FLORIDA, by and through its  
BOARD OF COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Kirby Smith, Chairman

This 24<sup>th</sup> day of Jan, 2023.

ATTEST:

  
\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida



Approved as to form and legality:

  
\_\_\_\_\_  
Melanie Marsh, County Attorney

**Exhibit A**  
**Scope of Services**

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

**1. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 1.1. Be licensed and fully competent in all aspects of Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, Including Water Analysis and Treatment in a safe manner.
  - 1.1.1. Employ only skilled, qualified workers.
- 1.2. Provide all-inclusive quotes to provide 100% turnkey projects that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment.
  - 1.2.1. Include all required labor, material, equipment, plans, engineering, surveys, permitting and local and state inspections.
  - 1.2.2. Include costs for general housekeeping and work area clean up.
  - 1.2.3. Include travel time.
  - 1.2.4. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
- 1.3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 1.4. Be responsible inspections, penalties, fees, or fines for projects.
- 1.5. Be responsible for damages caused as the result of completing projects.
- 1.6. Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.
- 1.7. Perform all work in accordance with National Electrical Code.

**2. SCOPE OF WORK**

**2.1. GENERAL**

- 2.1.1. Contractor shall provide full maintenance and repair of County chiller and boiler systems and their components including but not limited to the listed equipment in this scope and shall provide water analysis and treatment.
  - 2.1.1.1. Contractor shall take complete responsibility for the chiller and boiler equipment, as well as associated components identified, including refrigerant.
  - 2.1.1.2. Contractor assumes all responsibility for services, maintenance, repair, and costs required to keep the chiller and boiler systems operating safely and efficiently.
- 2.1.2. Chiller and boiler repair will be on a twenty-four (24) hours per day, seven (7) days per week basis. Under no circumstances will any shutdown or breakdown last longer than seventy-two (72) hours, including Saturday, Sunday and holidays.
  - 2.1.2.1. This includes troubleshooting, procuring parts, installing parts, and placing the chiller/boiler back in safe uninterrupted operation.
  - 2.1.2.2. Contractor's inability to obtain parts, technical and engineering advice, or other similar issues, will not be acceptable and may be considered in default.
  - 2.1.2.3. Contractor performance failure is sufficient justification for County to procure services to completion with Contractor and sureties liable for costs.
  - 2.1.2.4. A response to an emergency call must be answered via email or phone within 4 hours of request. A technician must arrive on site for the emergency service request within 12 hours.
  - 2.1.2.5. Contractor shall make all repairs, including labor and materials, as well as all needed refrigerant, necessary due to normal wear and tear at Contractor expense.

Page 1 of 11

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.1.2.6. Contractor shall notify the County in advance of such needed repairs and shall provide a written estimate of cost.
- 2.1.2.7. County will pay for substantiated repairs due to modernization, acts of God, abuse or misuse and will retain the right to obtain competitive prices for repairs of this nature.
- 2.1.2.8. Please note: As the incumbent Contractor has previously been responsible for repairs and maintenance, they will not be afforded the opportunity to provide recommendations based on lack of or failure to maintain equipment properly.

**2.2. INSPECTIONS**

- 2.2.1. Within forty-five (45) days after the notice to proceed has been issued, Contractor shall inspect all chiller/boiler systems and provide a detailed individual proposal of all repairs or replacements needed to make each system fully functional and meeting all current applicable federal, state, and local code requirements.
  - 2.2.1.1. Report shall be supplied to the Project Manager via e-mail in a PDF format and shall contain:
    - 2.2.1.1.1. Suggested modernization or replacement of equipment due to life expectancy.
    - 2.2.1.1.2. Unit costs for all repair items including labor broken down by location and be derived from the fee schedule listed in the pricing section.
    - 2.2.1.1.3. Justifications of parts being considered for replacement.
  - 2.2.1.2. If recommendations are accepted by the County and Contractor performs the work, Contractor assumes all responsibility and costs required to keep the chiller/boiler system operable and in the same condition, meeting all current code requirements.
  - 2.2.1.3. If recommendations are not accepted by the County, Contractor shall assume all responsibility and costs required to keep the chiller/boiler system in the same condition as when inspected.
  - 2.2.1.4. Contractor previously responsible for repairs and maintenance will not be afforded the opportunity to provide recommendations based on lack of or failure to maintain equipment properly.
    - 2.2.1.4.1. All services are to be coordinated with the Facilities Project Manager or his designated representative.
    - 2.2.1.4.2. Maintenance of all chiller and boiler units will be performed per the specifications provided and per the manufacturer's operation and maintenance manuals.
- 2.2.2. Any required replacement parts and materials not covered under contract, with a cost of two-hundred dollars (\$200.00) or more must have the prior approval from the Facilities Project Manager before proceeding.
  - 2.2.2.1. In the event the Contractor discovers a unit requiring major repair during maintenance, the Contractor shall promptly notify the Project Manager. Only repair work authorized by the County may be performed by the Contractor, with the exception of minor repairs as described above.
- 2.2.3. The Contractor agrees to provide the County with a written estimate when requested for work not covered by the contract. The estimate must be based on the requirements

Page 2 of 11



**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

of labor hours, parts and materials, and other similar factors, for a specific repair job and must be based on the listed rates in this contract. Estimates must be broken down by hours per repair person and a separate price for each part, material, and mark-up. Date and time of completion of repairs (if approved) must be included. Lump sum estimates will not be accepted.

- 2.2.4. The County will not pay for travel time.
- 2.2.5. Contractors should be aware of the highly corrosive effects of hydrogen sulfide that may be present at some locations. The Contractor shall provide corrosion resistant protective coatings where needed on equipment as part of any repairs or maintenance when requested. Any such repairs or recommendations must be recorded on the maintenance records.
- 2.2.6. The Contractor must be responsible for all costs for repairs due to failure to provide preventative maintenance.
- 2.3. **CHILLED WATER TOWERS**
  - 2.3.1. **Location: 2009 Central Energy Plant - 435 W. Alfred St., Tavares, FL**
    - 2.3.1.1. 4 Towers located on roof
- 2.4. **BRAY VALVES**
  - 2.4.1. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**  
Model ABL2-C080/70-0201H: 2 On Hot 4 on Chilled  
Model ABL2-C100/70-0301H: 12 On Condensers
- 2.5. **VFD EQUIPMENT**
  - 2.5.1. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**  
ABB Model ACH580 Serial 2211301958  
ABB Model ACH580 Serial 2201704114  
ABB Model ACH580 Serial 2211301929  
ABB Model ACH580 Serial
  - 2.5.2. **Location: 2009 Central Energy Plant - 435 W. Alfred St., Tavares, FL**  
Danfoss Model 174H8240 Serial 434302Y478  
Danfoss Model 174H8239 Serial 443402Y478  
Danfoss Model 174H8240 Serial 434502Y478  
Danfoss Model 174H8241 Serial 438402Y478  
Danfoss Model 174H8241 Serial 438302Y478  
Danfoss Model 174H8241 Serial 438202Y478  
Danfoss Model 174H8241 Serial 438102Y478  
Danfoss Model 174H8241 Serial 438002Y478  
Danfoss Model 174H8241 Serial 437902Y478  
Danfoss Model 174H8241 Serial 437802Y478  
Danfoss Model 174H8241 Serial 437702Y478  
Danfoss Model 174H8240 Serial 440502Y478  
Danfoss Model 174H8240 Serial 440402Y478
  - 2.5.3. **Location: 1975 Central Energy Plant - 315 W. Main St., Tavares, FL**  
Danfoss Model 174L0326 Serial 387204Y212  
Danfoss Model 174L0326 Serial 387104Y212
- 2.6. **CHILLER EQUIPMENT AND LOCATION**
  - 2.6.1. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**
    - 2.6.1.1. **SP5 Weiman Pump**  
Model: 5KE326KFC205A SN: NRFFT006

Page 3 of 11

**EXHIBIT A – SCOPE OF WORK**

23-402

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.6.1.2. **SP6 WEG Pump**  
Model: 05018ET326TC
- 2.6.1.3. **Pump #11 Dayton**  
Model: 5N2688B
- 2.6.1.4. **Pump #12 WEG**  
Model: 040180T3E324T
- 2.6.2. **Location: 2009 Central Energy Plant - 445 W. Alfred St., Tavares, FL**
  - 2.6.2.1. **Chiller #4 Trane centrifugal chiller**  
Model: CVHE 500 SN: L08J 04435
  - 2.6.2.2. **Chiller #5 Trane centrifugal chiller**  
Model: CVHF 570 SN: L08J04436
  - 2.6.2.3. **Chiller #6 Trane centrifugal chiller**  
Model: CVHF 570 SN: L08J 04415
  - 2.6.2.4. **Chiller #7 Trane centrifugal chiller**  
Model: CVHF 570 SN: L08J 04425
  - 2.6.2.5. **Chill Water Primary Pumps**  
Baldor Model 39K057W916 Serial Z0811100981  
Baldor Model 39K057W916 Serial Z0811101026  
Baldor Model 39K057W916 Serial Z0811101031  
Dayton Model 3KW43G
  - 2.6.2.6. **Chill Water Secondary Pumps**  
Leeson Model C324T17FB7D Serial 080285  
NEMA Model AEHH8N Serial UGV7217201005  
Leeson Model C326T17FB9D Serial 070238  
Leeson Model C326T17FB9D Serial 080257  
Leeson Model C326T17FB9D Serial 080071  
WEG Model 050180T3E326T  
Leeson Model C326T17FB9D Serial 080031  
NEMA Model AEHH8N Serial RGV7214218
- 2.6.3. **Location: Cagan's Crossing Library – 16729 Cagan Oaks Clermont, FL**
  - 2.6.3.1. **Chiller #8 Carrier air to water (scroll) chiller**  
Model: 30RBA0706180C—C SN: 1407Q83271
  - 2.6.3.2. **Chiller #9 Carrier air to water (scroll) chiller**  
Model: 30RBA0706180C—C SN: 1407Q83272
- 2.6.4. **Location: Umatilla Health Clinic – 249 Collins Ave., Umatilla, FL**
  - 2.6.4.1. **Chiller #10 Carrier air to water (scroll) chiller**  
Model: 30RAP0605BCGD510 SN: 2522Q73662
- 2.7. **SERVICES TO BE PROVIDED – Chillers 1-10**
  - 2.7.1. **Quarterly Service Check** - Contractor shall perform a service check on all chillers a minimum of once every 90 days with a chiller log provided to the Facilities Maintenance Manager. The following items shall be checked:
    - 2.7.1.1. Oil heaters
    - 2.7.1.2. Superheat
    - 2.7.1.3. Oil levels
    - 2.7.1.4. Oil pressures
    - 2.7.1.5. Refrigerant pressures
    - 2.7.1.6. Voltage and amps

Page 4 of 11

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.7.1.7. Wire connections
- 2.7.1.8. Water temps
- 2.7.1.9. Freon leaks
- 2.7.1.10. Purge operation (if applicable)
- 2.7.1.11. Linkages
- 2.8. **ANNUAL SERVICES TO BE PROVIDED – Chillers 1-7 (Completed in January)**
  - 2.8.1. **Condenser Tube Cleaning**
    - 2.8.1.1. Furnish condenser head gaskets.
    - 2.8.1.2. Mechanically clean tubes.
    - 2.8.1.3. Inspect condenser heads and tubes for corrosion.
    - 2.8.1.4. Report condition of condenser heads to the Facilities Maintenance Manager or his designated representative.
  - 2.8.2. **Comprehensive Annual Inspection**
    - 2.8.2.1. Lube System
      - 2.8.2.1.1. Megger oil pump motor and record readings
      - 2.8.2.1.2. Measure and record oil pump voltage and amperage.
      - 2.8.2.1.3. Inspect the starter for sign of overheating, arcing, burns, etc.
      - 2.8.2.1.4. Verify operation of oil cooling system.
      - 2.8.2.1.5. Tighten terminal connections on the oil pump motor.
      - 2.8.2.1.6. Verify operation of the oil heater.
      - 2.8.2.1.7. Change the compressor filter.
      - 2.8.2.1.8. Change the compressor oil if needed.
    - 2.8.2.2. **Motor and Starter:**
      - 2.8.2.2.1. Clean starter cabinet.
      - 2.8.2.2.2. Inspect starter and starter components for signs of discoloration, burns, moisture, etc.
      - 2.8.2.2.3. Inspect wires for discoloration and burns.
      - 2.8.2.2.4. Test accuracy of motor current (amp meter).
      - 2.8.2.2.5. Test tightness of terminal connections.
      - 2.8.2.2.6. Megger motor at the starter terminals.
      - 2.8.2.2.7. Measure operations voltage.
    - 2.8.2.3. **Controls and Safeties:**
      - 2.8.2.3.1. Inspect the control panel for cleanliness, control air leaks, etc.
      - 2.8.2.3.2. Inspect wiring and connections for signs of overheating, burns, etc.
      - 2.8.2.3.3. Verify operation of the vane control system, free and smooth operation.
      - 2.8.2.3.4. Report accuracy of all gauges and thermometers (use masters), calibrate sensors.
      - 2.8.2.3.5. Verify working condition of all indicator and alarm lights.
      - 2.8.2.3.6. Verify operation of start, stop and anti-recycle timers.
      - 2.8.2.3.7. Test all flow switch cutouts (cw, chw).
      - 2.8.2.3.8. Verify operation of oil temperature and pressure controllers.
      - 2.8.2.3.9. Test high-oil temperature switch.
      - 2.8.2.3.10. Test high-compressor discharge switch.
      - 2.8.2.3.11. Test high-suction temperature switch.
      - 2.8.2.3.12. Test high-discharge temperature switch.

Page 5 of 11

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.8.2.3.13. Test low-suction pressure switch.
- 2.8.2.3.14. Verify operation of automatic and manual capacity control.
- 2.8.2.3.15. Test the operation of all pump auxiliary contacts (chw, cw, oil, etc.)
- 2.8.2.4. **Compressor and Vessels:**
  - 2.8.2.4.1. Check for leaks.
  - 2.8.2.4.2. Check refrigerant charge.
  - 2.8.2.4.3. Replace filter/dryer in motor cooling line.
  - 2.8.2.4.4. Test the security of mounting points; tighten all major points.
  - 2.8.2.4.5. Record refrigerant level.
  - 2.8.2.4.6. Review machine operation with operator.
  - 2.8.2.4.7. Log machine at departure.
  - 2.8.2.4.8. Run complete interlocking circuit where possible.
  - 2.8.2.4.9. Report machine condition and repair requirements (if any).
- 2.8.2.5. **Spectrochemical Oil Analysis**
  - Sampling Procedure:
    - 2.8.2.5.1. Run machine to circulate oil in pump.
    - 2.8.2.5.2. Oil should be warm, not hot, from operation so as to obtain a representative sample.
    - 2.8.2.5.3. Sample will be taken at a petcock installed on the oil line before the filter.
    - 2.8.2.5.4. Provide an appropriate and clean container for the sample.
    - 2.8.2.5.5. Provide a label indicating:
      - 2.8.2.5.5.1. Machine manufacturer
      - 2.8.2.5.5.2. Model
      - 2.8.2.5.5.3. Oil type
      - 2.8.2.5.5.4. Run hours
      - 2.8.2.5.5.5. Elapsed time since last sampling.
- 2.8.2.6. **Analysis and Report:**
  - 2.8.2.6.1. Laboratory analysis to identify twenty metallic elements which are measured by a direct reading spectrometer
- 2.8.2.7. **Additional Tasks and Special Instructions:**
  - 2.8.2.7.1. Inspect and secure connections of wiring from top of main breaker feeding chillers to chiller unit
  - 2.8.2.7.2. Identify water content which will be reported in ppm detectable to less than one ppm.
  - 2.8.2.7.3. Measure the viscosity of the sample at 40 degrees centigrade and report in centistokes.
  - 2.8.2.7.4. Measure total acid number and report.
  - 2.8.2.7.5. Provide a written report of all conditions and content to include:
    - 2.8.2.7.5.1. Unit and oil condition (normal, abnormal, critical).
    - 2.8.2.7.5.2. Suitability of oil for continued use.
    - 2.8.2.7.5.3. Recommendation for corrective action.
    - 2.8.2.7.5.4. Answers to specific questions submitted with the sample.
- 2.9. **ANNUAL SERVICES TO BE PROVIDED – Chillers 8-10** (Completed in January)
  - 2.9.1. Services
    - 2.9.1.1. Clean condenser coils



**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.9.1.2. Check all condenser fans
- 2.9.1.3. Check superheat
- 2.9.1.4. Check refrigerant pressures
- 2.9.1.5. Check for refrigerant leaks and refill as needed
- 2.9.1.6. Check voltage and amp draw
- 2.9.1.7. Check electrical connections for tightness and signs of overheating
- 2.9.1.8. Check temperature sensors
- 2.9.1.9. Check all safeties
- 2.10. **ANNUAL SERVICES TO BE PROVIDED** (Completed in January)
  - 2.10.1. **Centrifugal Chiller Vibration - Service "F"** to be done to all chillers once per year in the month of January.
  - 2.10.2. **Preparation:**
    - 2.10.2.1. The equipment will be running under load at the time of the analysis.
    - 2.10.2.2. Contractor will provide a PC compatible microprocessor-based collector and field analyzer.
    - 2.10.2.3. The data collector will be capable of instantaneous graphic/numerical read-out of vibration signature.
    - 2.10.2.4. Contractor will provide a qualified technician for data collection.
    - 2.10.2.5. Contractor will install non-invasive monitoring reference points prior to starting the analysis.
    - 2.10.2.6. Setup data collector parameters based on machine specific frequency/amplitude ranges and alarm levels.
  - 2.10.3. **Data Collection:**
    - 2.10.3.1. Monitor and record operating current and full load amperage.
    - 2.10.3.2. Determine running load as a percentage of design load.
    - 2.10.3.3. Collect vibration signatures at horizontal, vertical and axial machine locations to capture appropriate spectral components for specific chiller configuration.
  - 2.10.4. **Data Analysis of Results:**
    - 2.10.4.1. Compare machine vibration signature to model-specific failure norms to detect motor/electrical, mechanical and hydraulic conditions and defects.
  - 2.10.5. **Additional Tasks and Special Instructions:**
    - 2.10.5.1. Compare current data to prior diagnostic vibration samples to determine wear/failure trends if samples are available.
  - 2.10.6. **Report Phase:**
    - 2.10.6.1. Report imminent failure condition to Project Manager verbally at time located.
    - 2.10.6.2. A written report of results and recommendations will be provided to the Project Manager.
    - 2.10.6.3. The written report will be available within ten (10) days and will include:
      - 2.10.6.3.1. Written description of analysis procedures used to take readings.
      - 2.10.6.3.2. Classifications of severity based on scale for centrifugal chillers.
      - 2.10.6.3.3. Chiller identification data.
      - 2.10.6.3.4. Vibration data for type of system, amplitude orientation and severity.
      - 2.10.6.3.5. Analysis/results of specific findings based on chiller vibration



**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- analysis.
- 2.10.6.4. Recommendations to include any specific actions warranted by the analysis.
  - 2.10.6.4.1. Chiller measurement diagram showing diagnostic frequencies and measurement points.
  - 2.10.6.4.2. Spectral plots indicating frequency, magnitude and identification of spectral peaks above threshold.
- 2.10.7. **Eddy Current Tube Analysis Service "G"** (All chillers in month of January)
  - 2.10.7.1 **Preparation:**
    - 2.10.7.1.1. Contractor will provide a qualified technician for data collection.
    - 2.10.7.1.2. Analysis will be performed only after the tubes have been sufficiently cleaned to industry standards.
  - 2.10.8. **Report Phase:**
    - 2.10.8.1. Report imminent failure conditions to the Facilities Maintenance Manager or his designated representative verbally at time located.
    - 2.10.8.2. A written report of results and recommendations will be provided to the Facilities Maintenance Manager or his designated representative.
    - 2.10.8.3. The written report will be available within ten (10) days and will include:
      - 2.10.8.3.1. Written description of analysis procedures used to take readings.
      - 2.10.8.3.2. Classifications of severity based on scale for centrifugal chillers.
      - 2.10.8.3.3. Chiller identification data.
  - 2.10.9. **Parameters tested and results.**
    - 2.10.9.1. Corrosion and severity.
    - 2.10.9.2. Pitting and severity.
    - 2.10.9.3. Freeze bulges - charts and diagrams.
    - 2.10.9.4. Leaks - charts and diagrams.
    - 2.10.9.5. Recommendation to include any specific actions warranted by the analysis.
- 2.11. **BOILER EQUIPMENT AND LOCATION**
  - 2.11.1. **Location: 1975 Central Energy Plant - 315 W. Main St., Tavares, FL**
    - Aerco Boilers 1 and 2**
    - Model No. BMK1000 Boiler
    - Serial No. 6-12-0715 and 6-12-0716
    - Input 1000MBH
    - Output 930MBH
    - Boiler Pumps**
    - Marathon
    - Model 184TTB6026
    - Serial 450063598-312017
    - Nema
    - Model ASGH
    - Serial 37 746
  - 2.11.2. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**
    - 2.11.2.1. **Bryan Flexible Tube Boilers 1 and 2**
    - Model No. CL300-W-GI
    - Serial No. 70341 and 70342
    - MFG. No. 901423
    - Input Max/ Min 3000/1500 MBH

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

Output 2400 MBH  
120 Volt Circuit

**2.11.2.2. PVI Boilers 3,4,5,6**

Model No. 140N250A-G  
Serial No. 0404112871 – 0404112870 – 0404112872 - 0901105344  
Input BTUH 1,400,000  
250 Gallon  
115 Volt Circuit

**2.11.2.3. AO Smith Boilers 7, 8, and 9**

Model No. BTH500A200  
Serial No. 1422M000753  
Serial No. 1422M000754  
Serial No. 1422M000755

**2.11.2.4. Boiler Pumps**

WEG Model 01018EP3E215T  
NEMA Model EHH8P

**2.11.3. Location: 2009 Central Energy Plant - 445 W. Alfred St., Tavares, FL**

**2.11.3.1. Bryan Boilers 1 and 2**

Model No. RW850-W-FDG  
Serial No. 97066 and 97071  
Input MBH 8500/3386  
Output MBH 7140  
120 Volt Circuit  
Motor 3 Phase/480 Volt

**2.11.3.2. Bryan Boiler 3**

Model DR650-W-FDG  
Serial 96927  
Input MBH 650/325  
Output MBH 543  
120 Volt circuit and motor

**2.11.3.3. Boiler Pumps**

Baldor Model 37F614T973 Serial F0809035095  
Baldor Model 37F614T973 Serial F0809035170  
Leeson Model C324T1TFB7D  
Leeson

**2.12. SERVICE TO BE PROVIDED**

Semiannual and annual inspections and maintenance of all hot water boilers and all water heating units to be performed per the manufacturer's operation and maintenance manual and must include, but not be limited to cleaning, inspecting, testing, repairing, brushing, tube cleaning, and replacing of parts and re-factory work as follows:

**2.12.1. Semi-annually:**

2.12.1.1. Check/Test all of the safety controls including, but not limited to the low gas pressure fault test, high gas pressure test, interlocks test, low water level fault test, and the water temperature control fault test, flame fault tests, air flow fault tests, for proper condition and satisfactory operation.

2.12.1.2. Check/clean/adjust all of the burner components, as needed. Blower, flame sensor, ignition and flame sensor leads, orifices, nozzles, burners, and

Page 9 of 11

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- linkage for proper condition and satisfactory operation.
- 2.12.1.3. Check all controls and safety controls.
- 2.12.1.4. Inspect and test the high limit lockout.
- 2.12.1.5. Check operating temperature control.
- 2.12.1.6. Check low water cut out.
- 2.12.1.7. Check pressure gauges.
- 2.12.1.8. Inspect wiring and all connections.
- 2.12.1.9. Check the flame safeguard controller for proper operation. Inspect and tighten all related controller connections. Check and clean the flame safeguard controller cabinet.
- 2.12.1.10. Check the function of the sight glass isolation valves, sight glass, rubber, and brass washers.
- 2.12.1.11. Check all gas fittings, connections and shut off valves for gas leaks.
- 2.12.1.12. Check the draft inducer blower for proper operation, where applicable.
- 2.12.1.13. Check clean or replace the combustion air inlet filters, where applicable.
- 2.12.1.14. Check clean or replace the O<sub>2</sub> sensors, where applicable.
- 2.12.1.15. Check, clean, and replace the media in the drain filters, where applicable.
- 2.12.1.16. Check and adjust the gas pressures at the main regulator and the pilot regulator.
- 2.12.2. **Annually:**
  - 2.12.2.1. Conduct a visual inspection of each boiler and auxiliary equipment i.e., circulating pumps, check valves, traps and any other related equipment.
  - 2.12.2.2. Check the condition and clean the flue pipe as needed.
  - 2.12.2.3. Check the operation of the barometric damper.
  - 2.12.2.4. Check the combustion efficiency of the burner.
  - 2.12.2.5. Check CO, CO<sub>2</sub>, O<sub>2</sub>, and stack temperature.
  - 2.12.2.6. A written combustion analysis must be provided to the Energy Management Supervisor.
  - 2.12.2.7. Test safety relief devices (valves).
  - 2.12.2.8. Check for discoloration of the boiler shell and for hotspots possibly caused from refractory issues.
  - 2.12.2.9. The boiler must be opened on the water and fire side and resealed with new gaskets.
  - 2.12.2.10. The fire side must be cleaned, vacuumed, and wire brushed. All fire tubes must be wire brushed cleaned.
  - 2.12.2.11. Check the fire chamber for proper burner operation (soot build up).
  - 2.12.2.12. Clean and inspect the refractory and make repairs as needed.
  - 2.12.2.13. The water side must be free of scale and cleaned as needed.
  - 2.12.2.14. Inspection of boilers internal surfaces should be performed, to detect corrosion or deterioration.
- 2.12.3. All deficiencies or corrective actions needed must be documented and reported to the Facilities Maintenance Manager or his designated representative.
- 2.13. **CHEMICAL SERVICE FOR HVAC/BOILER SYSTEMS**
  - 2.13.1. Must include all of the chiller systems listed above as well as the central boiler systems located at the 1975, 1990, and 2009 Central Energy Plants.
- 2.14. **SERVICES TO BE PROVIDED MONTHLY**

**EXHIBIT A – SCOPE OF WORK**

**23-402**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.14.1. Provide chemical treatment inhibitors for all chilled water and heating hot water circulating closed loop systems.
- 2.14.2. Cooling tower water treatment system.
- 2.14.3. Provide cooling water treatments for scale, corrosion and algae.
- 2.14.4. Provide corrosion test coupons for steel and copper to fit existing coupon rack.
- 2.14.5. Provide consulting and testing services for all water treatment on a routine basis as needed and at least once a month.

**2. COUNTY RESPONSIBILITIES**

As stated in Exhibit D.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE.**

As stated in Exhibit D.

**4. WARRANTY REQUIREMENTS**

As stated in Exhibit D.

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

ADDENDUM NO. 1

23-402



Office of Procurement Services

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

**SOLICITATION:** Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, including Water Analysis and Treatment. 08/31/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**QUESTIONS/RESPONSES**

- Q1. Are we required to be pre-qualified with Lake County to bid on this solicitation? Are there any other prerequisites for this solicitation outside of normal Mechanical Licensing that we need to meet in order to bid on this?
- R1. Vendors will be qualified based on submissions. Refer to Section 5.0, Method of Award.
- Q2. On the mandatory site visits section of the ITB, it indicates "Vendors shall attend one of the two Scheduled Mandatory Site Visits for Tavares location." But then it lists three different locations on three separate dates. Are we to only attend one pre-bid, on one of the scheduled days? Or are we to attend one time slot on all three dates?
- R.2 Refer to Section 3.0 of the solicitation. There are three locations, Vendor must attend one of the two scheduled mandatory site visits for each location intending to submit an offer for.

---

**ACKNOWLEDGEMENT**

Firm Name: Hill York Service Company, LLC

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

Signature of Legal Representative Submitting this Bid: *Nikole Dunabeitia*

Date: 10/28/2022

Print Name: Nikole Dunabeitia

Title: CFO

Primary E-mail Address: ndunabeitia@hillyork.com

Secondary E-mail Address: gesus@hillyork.com

Page 1 of 1



ADDENDUM NO. 2

23-402



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

**SOLICITATION:** Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, including Water Analysis and Treatment. 09/02/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**CHANGES TO SOLICITATION:**

**ITB SECTION 3.0, MANDATORY SITE VISITS:**

***MANDATORY SITE VISITS***

Three mandatory site visits will be held on the below dates and times to discuss this solicitation. Vendors should bring solicitation documents to the conference.

Arrive at least five minutes early. Vendors arriving five minutes after mandatory site visit start time will not be admitted and deemed non-responsive. Responses from Vendors failing to attend Mandatory Site Visits at all locations will not be accepted.

Vendors shall attend the entire conference. Failure to comply with this Section 3.0 will result in the Vendor being deemed non-responsive. It is recommended to bring solicitation documents to the conference.

Vendors shall conduct and maintain social distancing as required by the Centers for Disease Control and Prevention. Attendees are advised to bring proper equipment, as needed, for proper review of this area, as additional site visits shall not be allowed.

No questions will be answered during site visits. Submit questions to the Contracting Officer listed in Section 2.0.

**Three Mandatory site visits**

**1 of 3:** Vendors shall attend one of the two Scheduled Mandatory Site Visits for Tavares locations.

- Tuesday, September 6, 2022 at 9:00 a.m. sharp **OR**

- Tuesday, September 6, 2022 at 1:00 p.m. sharp

Meet outside the front door of the Lake County Detention Center, 551 W. Main Street, Tavares, Florida, then travel to 2009 Central Energy Plant, 435 W. Alfred Street, Tavares, Florida:

**2 of 3:** Vendors shall attend one of the two Scheduled Mandatory Site Visits for Clermont location.

Page 1 of 2

ADDENDUM NO. 2

23-402

- Wednesday, September 7, 2022 at 10:00 a.m. sharp OR
- Wednesday, September 7, 2022 at 1:00 p.m. sharp

Meet outside the front of the Cagan's Crossing Library, 16729 Cagan Oaks, Clermont, Florida:

**3 of 3:** Vendors shall attend one of the two Scheduled Mandatory Site Visits for Umatilla location.

- Thursday, September 8, 2022 at 10:00 a.m. sharp OR
- Thursday, September 8, 2022 at 1:00 p.m. sharp

Meet outside the front of the Health Clinic, 249 Collins Avenue, Umatilla, Florida.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the process, or an interpreter to participate in any proceedings under this solicitation, should contact the Contracting Officer listed in Section **Error! Reference source not found.** for assistance, at least two (2) business days before any meeting date.

---

ACKNOWLEDGEMENT

Firm Name: Hill York Service Company, LLC

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

Signature of Legal Representative Submitting this Bid: *Nikole Dunabeitia*

Date: 10/28/2022

Print Name: Nikole Dunabeitia

Title: CFO

Primary E-mail Address: ndunabeitia@hillyork.com

Secondary E-mail Address: gesus@hillyork.com

ADDENDUM NO. 3

23-402



**SOLICITATION:** Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, including Water Analysis and Treatment. 09/15/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

**CHANGES TO THE BID DOCUMENT:**

1. Remove and replace Exhibit A, Scope of Work, with REVISED Exhibit A, Scope of Work.
2. ITB Section 5.0, Method of Award: Remove 4., Travel distance to respond to emergency/urgent calls.
3. ITB Section 5.0, Method of Award: Add 4., Bidder shall have proper licensing and certifications to provide services as stated in REVISED Exhibit A, Scope of Work.

**QUESTIONS AND ANSWERS:**

- Q1. In Section 2.1.1.1 of Exhibit A it states: "Contractor shall take complete responsibility for the chiller and boiler equipment, as well as associated components identified, including refrigerant." Can you please clarify which components of the system (chillers, boilers, pumps, cooling towers, VFDs, control valves, etc.) need to be covered and provide a detailed list of any equipment not listed in Section 2.3 of Exhibit A that needs to be covered.
- R1. Updated equipment list in the scope to include all equipment.
- Q2. In Section 2.3.1 of Exhibit A, the equipment listed for the 1990 Central Energy Plant includes (4) pumps. Will the equipment list for this site be updated to include any additional equipment (Chillers# 1 – 3, Cooling Towers, etc.) related to the chilled water system at the facility.
- R2. Updated equipment list in the scope to include all equipment.
- Q3. In Section 2.3.2 of Exhibit A, the equipment list for the 2009 Central Energy Plant includes (4) Trane Centrifugal Chillers. Will the equipment list for this site be updated to include any additional equipment (Pumps, Cooling Towers, etc.)? related to the chilled water system at the facility?
- R3. Updated equipment list in the scope to include all equipment.
- Q4. In Section 2.7.7 of Exhibit A, it notes that Eddy Current Tube Analysis (Service "G") needs to be performed on all chillers in the month of January. Will those services only need to be performed in the first year of the contract on the water cooled chillers (#1-7) only? And does the testing need to be

Page 1 of 3



**ADDENDUM NO. 3**

**23-402**

- performed on all tubes (condenser, evaporator, heat recover, etc.) on each chiller?
- R4. This test is on all chillers and done annually. All tubes should be tested.
- Q5. In Section 2.8 of Exhibit A, there are boilers listed for each location. Will the equipment lists for these sites be updated to include any additional equipment (pumps, expansion tanks, heat exchangers, control valves, etc.) related to the heating systems at each facility?
- R5. Updated equipment list in the scope to include all equipment.
- Q6. Are any pieces of equipment currently covered under manufacturer's warranties and if so, what type of coverage and for how long?
- R6. All equipment besides Umatilla chiller is out of warranty.
- Q7. Regarding Section 2.1.2 of Exhibit A, would Lake County be willing to strike/remove the entire section? 72 hours to procure parts/components is not realistic given the impacts COVID-19 has had on manufacturing and global supply chain.
- R7. Shutdowns and breakdowns shall not last longer than seventy-two hours.
- Q8. Would like County approve subcontracting the scope of work for boilers?
- R8. The Contractor may subcontract the boiler portion of the contract, but shall still maintain full responsibility for the equipment.
- Q9. Is there any equipment in this contract that will have an active warranty? If so, would it be possible to provide the warranty information?
- R9. All equipment besides Umatilla chiller is out of warranty.
- Q10. Are any of the chillers on an overhaul schedule? If so, is that to be included in the contract or can that be an exclusion?
- R10. No.
- Q11. I am requesting an exemption for the following:
- a. Tube damage or any water-side damage as a result of tube failure
  - b. Tube damage or any water-side damage as a result of improper water treatment
  - c. Leakage at any valves, seals, joints, o-rings or gaskets
  - d. Software defects or viruses in computer equipment and programs
  - e. Corrosion
  - f. Damage to any structural or foundation supporting the covered equipment
  - g. Upgrades or enhancements (betterment) to the covered piece of equipment
  - h. Replacement of equipment due to obsolete or past its life expectancy
  - i. Rental equipment in the event of a shutdown
- R11. There will be no exemptions to the term of the contract.

---

**ACKNOWLEDGEMENT**

Firm Name: Hill York Service Company, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an

Page 2 of 3

**ADDENDUM NO. 3**

**23-402**

authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Nikole Dunabeitia*

Date: 10/28/2022

Print Name: Nikole Dunabeitia

Title: CFO

Primary E-mail Address: ndunabeitia@hillyork.com

Secondary E-mail Address: gesus@hillyork.com

ADDENDUM NO. 4

23-402



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

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

**SOLICITATION:** Maintenance & Repair of Chiller Systems

09/26/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM CHANGES THE **CLOSING DATE** FOR RECEIPT OF PROPOSALS to  
**WEDNESDAY, OCTOBER 5, 2022 3PM EASTERN.**

---

#### ACKNOWLEDGEMENT

Firm Name: Hill York Service Company, LLC

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

Signature of Legal Representative Submitting this Bid: *Nikole Dunabeitia*

Date: 10/28/2022

Print Name: Nikole Dunabeitia

Title: CFO

Primary E-mail Address: ndunabeitia@hillyork.com

Secondary E-mail Address: gesus@hillyork.com

**Exhibit B  
Pricing Sheet**

ATTACHMENT 2 - PRICING SHEET

23-402

Full Maintenance and Repair of Chiller,  
Boiler, Cooling Tower, and Pump, Including  
Water Analysis and Treatment

<i>Hill York</i>			
SAVE AND SUBMIT AS AN EXCEL FILE. ALTERATIONS TO LOCKED CELLS MAY RESULT IN DISQUALIFICATION OF SUBMISSION.			
The Contractor will provide new and repair services to electrical systems, components, equipment, and all associated parts or services that may be required in conjunctions with the work.			
Section 1: Monthly Cost			
Item No.	Description	Months	Monthly Cost
1	Total Monthly cost to perform services as stated in Scope of Services and per terms and conditions stated in this solicitation	12	\$26,749.56
Yearly Cost			\$320,994.75

Section 2: Additional Costs for Repair Services		
	Description	Hourly Rate
2	Electrical Contractor - Nights, Weekends and Holidays	\$204.00
3	Electrical Supervisor - Normal working hours (8:00 am to 5:00 pm)	\$136.00
4	Electrical Supervisor - Nights, Weekends and Holidays	\$204.00
5	Apprentice - Normal working hours (8:00 am to 5:00 pm)	\$136.00
6	Apprentice - Nights, Weekends and Holidays	\$204.00
7	Material - Percentage of mark-up for materials (cannot exceed 20%)	20.00%

Section 3: The following information is required for price redetermination consideration.	
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?	5.00%
Which does the firm use: Diesel fuel or Gasoline?	Both
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?	38.00%
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?	25.00%

Provide travel distance from the warehouse that will be responding to emergency/urgent response calls to Lake County, 32400 CR 473, Leesburg, Florida,	30 Miles
--	----------

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

**AGREEMENT FOR MAINTENANCE AND REPAIR OF CHILLER, BOILER, COOLING TOWER AND PUMP  
ITB# 23-402**

---

**ATTACHMENT 2 - PRICING SHEET**

**23-402**

**Full Maintenance and Repair of Chiller,  
Boiler, Cooling Tower, and Pump, Including  
Water Analysis and Treatment**

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment****1. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 1.1. Be licensed and fully competent in all aspects of Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump, Including Water Analysis and Treatment in a safe manner.
  - 1.1.1. Employ only skilled, qualified workers.
- 1.2. Provide all-inclusive quotes to provide 100% turnkey projects that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment.
  - 1.2.1. Include all required labor, material, equipment, plans, engineering, surveys, permitting and local and state inspections.
  - 1.2.2. Include costs for general housekeeping and work area clean up.
  - 1.2.3. Include travel time.
  - 1.2.4. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
- 1.3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 1.4. Be responsible inspections, penalties, fees, or fines for projects.
- 1.5. Be responsible for damages caused as the result of completing projects.
- 1.6. Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.
- 1.7. Perform all work in accordance with National Electrical Code.

**2. SCOPE OF WORK****2.1. GENERAL**

- 2.1.1. Contractor shall provide full maintenance and repair of County chiller and boiler systems and their components including but not limited to the listed equipment in this scope and shall provide water analysis and treatment.
  - 2.1.1.1. Contractor shall take complete responsibility for the chiller and boiler equipment, as well as associated components identified, including refrigerant.
  - 2.1.1.2. Contactor assumes all responsibility for services, maintenance, repair, and costs required to keep the chiller and boiler systems operating safely and efficiently.
- 2.1.2. Chiller and boiler repair will be on a twenty-four (24) hours per day, seven (7) days per week basis. Under no circumstances will any shutdown or breakdown last longer than seventy-two (72) hours, including Saturday, Sunday and holidays.
  - 2.1.2.1. This includes troubleshooting, procuring parts, installing parts, and placing the chiller/boiler back in safe uninterrupted operation.
  - 2.1.2.2. Contractor's inability to obtain parts, technical and engineering advice, or other similar issues, will not be acceptable and may be considered in default.
  - 2.1.2.3. Contractor performance failure is sufficient justification for County to procure services to completion with Contractor and sureties liable for costs.
  - 2.1.2.4. A response to an emergency call must be answered via email or phone within 4 hours of request. A technician must arrive on site for the emergency service request within 12 hours.
  - 2.1.2.5. Contractor shall make all repairs, including labor and materials, as well as all needed refrigerant, necessary due to normal wear and tear at Contractor expense.

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.1.2.6. Contractor shall notify the County in advance of such needed repairs and shall provide a written estimate of cost.
- 2.1.2.7. County will pay for substantiated repairs due to modernization, acts of God, abuse or misuse and will retain the right to obtain competitive prices for repairs of this nature.
- 2.1.2.8. Please note: As the incumbent Contractor has previously been responsible for repairs and maintenance, they will not be afforded the opportunity to provide recommendations based on lack of or failure to maintain equipment properly.

**2.2. INSPECTIONS**

- 2.2.1. Within forty-five (45) days after the notice to proceed has been issued, Contractor shall inspect all chiller/boiler systems and provide a detailed individual proposal of all repairs or replacements needed to make each system fully functional and meeting all current applicable federal, state, and local code requirements.
  - 2.2.1.1. Report shall be supplied to the Project Manager via e-mail in a PDF format and shall contain:
    - 2.2.1.1.1. Suggested modernization or replacement of equipment due to life expectancy.
    - 2.2.1.1.2. Unit costs for all repair items including labor broken down by location and be derived from the fee schedule listed in the pricing section.
    - 2.2.1.1.3. Justifications of parts being considered for replacement.
  - 2.2.1.2. If recommendations are accepted by the County and Contractor performs the work, Contractor assumes all responsibility and costs required to keep the chiller/boiler system operable and in the same condition, meeting all current code requirements.
  - 2.2.1.3. If recommendations are not accepted by the County, Contractor shall assume all responsibility and costs required to keep the chiller/boiler system in the same condition as when inspected.
  - 2.2.1.4. Contractor previously responsible for repairs and maintenance will not be afforded the opportunity to provide recommendations based on lack of or failure to maintain equipment properly.
    - 2.2.1.4.1. All services are to be coordinated with the Facilities Project Manager or his designated representative.
    - 2.2.1.4.2. Maintenance of all chiller and boiler units will be performed per the specifications provided and per the manufacturer's operation and maintenance manuals.
- 2.2.2. Any required replacement parts and materials not covered under contract, with a cost of two-hundred dollars (\$200.00) or more must have the prior approval from the Facilities Project Manager before proceeding.
  - 2.2.2.1. In the event the Contractor discovers a unit requiring major repair during maintenance, the Contractor shall promptly notify the Project Manager. Only repair work authorized by the County may be performed by the Contractor, with the exception of minor repairs as described above.
- 2.2.3. The Contractor agrees to provide the County with a written estimate when requested for work not covered by the contract. The estimate must be based on the requirements

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

of labor hours, parts and materials, and other similar factors, for a specific repair job and must be based on the listed rates in this contract. Estimates must be broken down by hours per repair person and a separate price for each part, material, and mark-up. Date and time of completion of repairs (if approved) must be included. Lump sum estimates will not be accepted.

2.2.4. The County will not pay for travel time.

2.2.5. Contractors should be aware of the highly corrosive effects of hydrogen sulfide that may be present at some locations. The Contractor shall provide corrosion resistant protective coatings where needed on equipment as part of any repairs or maintenance when requested. Any such repairs or recommendations must be recorded on the maintenance records.

2.2.6. The Contractor must be responsible for all costs for repairs due to failure to provide preventative maintenance.

**2.3. CHILLED WATER TOWERS**

2.3.1. **Location: 2009 Central Energy Plant - 435 W. Alfred St., Tavares, FL**

2.3.1.1. 4 Towers located on roof

**2.4. BRAY VALVES**

2.4.1. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**

Model ABL2-C080/70-0201H: 2 On Hot 4 on Chilled

Model ABL2-C100/70-0301H: 12 On Condensers

**2.5. VFD EQUIPMENT**

2.5.1. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**

ABB Model ACH580 Serial 2211301958

ABB Model ACH580 Serial 2201704114

ABB Model ACH580 Serial 2211301929

ABB Model ACH580 Serial

2.5.2. **Location: 2009 Central Energy Plant - 435 W. Alfred St., Tavares, FL**

Danfoss Model 174H8240 Serial 434302Y478

Danfoss Model 174H8239 Serial 443402Y478

Danfoss Model 174H8240 Serial 434502Y478

Danfoss Model 174H8241 Serial 438402Y478

Danfoss Model 174H8241 Serial 438302Y478

Danfoss Model 174H8241 Serial 438202Y478

Danfoss Model 174H8241 Serial 438102Y478

Danfoss Model 174H8241 Serial 438002Y478

Danfoss Model 174H8241 Serial 437902Y478

Danfoss Model 174H8241 Serial 437802Y478

Danfoss Model 174H8241 Serial 437702Y478

Danfoss Model 174H8240 Serial 440502Y478

Danfoss Model 174H8240 Serial 440402Y478

2.5.3. **Location: 1975 Central Energy Plant - 315 W. Main St., Tavares, FL**

Danfoss Model 174L0326 Serial 387204Y212

Danfoss Model 174L0326 Serial 387104Y212

**2.6. CHILLER EQUIPMENT AND LOCATION**

2.6.1. **Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**

2.6.1.1. **SP5 Weiman Pump**

Model: 5KE326KFC205A SN: NRFFT006



**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.6.1.2. **SP6 WEG Pump**  
Model: 05018ET326TC
- 2.6.1.3. **Pump #11 Dayton**  
Model: 5N2688B
- 2.6.1.4. **Pump #12 WEG**  
Model: 040180T3E324T
- 2.6.2. **Location: 2009 Central Energy Plant - 445 W. Alfred St., Tavares, FL**
  - 2.6.2.1. **Chiller #4 Trane centrifugal chiller**  
Model: CVHE 500 SN: L08J 04435
  - 2.6.2.2. **Chiller #5 Trane centrifugal chiller**  
Model: CVHF 570 SN: L08J04436
  - 2.6.2.3. **Chiller #6 Trane centrifugal chiller**  
Model: CVHF 570 SN: L08J 04415
  - 2.6.2.4. **Chiller #7 Trane centrifugal chiller**  
Model: CVHF 570 SN: L08J 04425
  - 2.6.2.5. **Chill Water Primary Pumps**  
Baldor Model 39K057W916 Serial Z0811100981  
Baldor Model 39K057W916 Serial Z0811101026  
Baldor Model 39K057W916 Serial Z0811101031  
Dayton Model 3KW43G
  - 2.6.2.6. **Chill Water Secondary Pumps**  
Leeson Model C324T17FB7D Serial 080285  
NEMA Model AEHH8N Serial UGV7217201005  
Leeson Model C326T17FB9D Serial 070238  
Leeson Model C326T17FB9D Serial 080257  
Leeson Model C326T17FB9D Serial 080071  
WEG Model 050180T3E326T  
Leeson Model C326T17FB9D Serial 080031  
NEMA Model AEHH8N Serial RGV7214218
- 2.6.3. **Location: Cagan's Crossing Library – 16729 Cagan Oaks Clermont, FL**
  - 2.6.3.1. **Chiller #8 Carrier air to water (scroll) chiller**  
Model: 30RBA0706180C—C SN: 1407Q83271
  - 2.6.3.2. **Chiller #9 Carrier air to water (scroll) chiller**  
Model: 30RBA0706180C—C SN: 1407Q83272
- 2.6.4. **Location: Umatilla Health Clinic – 249 Collins Ave., Umatilla, FL**
  - 2.6.4.1. **Chiller #10 Carrier air to water (scroll) chiller**  
Model: 30RAP0605BCGD510 SN: 2522Q73662
- 2.7. **SERVICES TO BE PROVIDED – Chillers 1-10**
  - 2.7.1. **Quarterly Service Check** - Contractor shall perform a service check on all chillers a minimum of once every 90 days with a chiller log provided to the Facilities Maintenance Manager. The following items shall be checked:
    - 2.7.1.1. Oil heaters
    - 2.7.1.2. Superheat
    - 2.7.1.3. Oil levels
    - 2.7.1.4. Oil pressures
    - 2.7.1.5. Refrigerant pressures
    - 2.7.1.6. Voltage and amps

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.7.1.7. Wire connections
- 2.7.1.8. Water temps
- 2.7.1.9. Freon leaks
- 2.7.1.10. Purge operation (if applicable)
- 2.7.1.11. Linkages
- 2.8. **ANNUAL SERVICES TO BE PROVIDED – Chillers 1-7** (Completed in January)
  - 2.8.1. **Condenser Tube Cleaning**
    - 2.8.1.1. Furnish condenser head gaskets.
    - 2.8.1.2. Mechanically clean tubes.
    - 2.8.1.3. Inspect condenser heads and tubes for corrosion.
    - 2.8.1.4. Report condition of condenser heads to the Facilities Maintenance Manager or his designated representative.
  - 2.8.2. **Comprehensive Annual Inspection**
    - 2.8.2.1. Lube System
      - 2.8.2.1.1. Megger oil pump motor and record readings
      - 2.8.2.1.2. Measure and record oil pump voltage and amperage.
      - 2.8.2.1.3. Inspect the starter for sign of overheating, arcing, burns, etc.
      - 2.8.2.1.4. Verify operation of oil cooling system.
      - 2.8.2.1.5. Tighten terminal connections on the oil pump motor.
      - 2.8.2.1.6. Verify operation of the oil heater.
      - 2.8.2.1.7. Change the compressor filter.
      - 2.8.2.1.8. Change the compressor oil if needed.
    - 2.8.2.2. **Motor and Starter:**
      - 2.8.2.2.1. Clean starter cabinet.
      - 2.8.2.2.2. Inspect starter and starter components for signs of discoloration, burns, moisture, etc.
      - 2.8.2.2.3. Inspect wires for discoloration and burns.
      - 2.8.2.2.4. Test accuracy of motor current (amp meter).
      - 2.8.2.2.5. Test tightness of terminal connections.
      - 2.8.2.2.6. Megger motor at the starter terminals.
      - 2.8.2.2.7. Measure operations voltage.
    - 2.8.2.3. **Controls and Safeties:**
      - 2.8.2.3.1. Inspect the control panel for cleanliness, control air leaks, etc.
      - 2.8.2.3.2. Inspect wiring and connections for signs of overheating, burns, etc.
      - 2.8.2.3.3. Verify operation of the vane control system, free and smooth operation.
      - 2.8.2.3.4. Report accuracy of all gauges and thermometers (use masters), calibrate sensors.
      - 2.8.2.3.5. Verify working condition of all indicator and alarm lights.
      - 2.8.2.3.6. Verify operation of start, stop and anti-recycle timers.
      - 2.8.2.3.7. Test all flow switch cutouts (cw, chw).
      - 2.8.2.3.8. Verify operation of oil temperature and pressure controllers.
      - 2.8.2.3.9. Test high-oil temperature switch.
      - 2.8.2.3.10. Test high-compressor discharge switch.
      - 2.8.2.3.11. Test high-suction temperature switch.
      - 2.8.2.3.12. Test high-discharge temperature switch.

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.8.2.3.13. Test low-suction pressure switch.
- 2.8.2.3.14. Verify operation of automatic and manual capacity control.
- 2.8.2.3.15. Test the operation of all pump auxiliary contacts (chw, cw, oil, etc.)

**2.8.2.4. Compressor and Vessels:**

- 2.8.2.4.1. Check for leaks.
- 2.8.2.4.2. Check refrigerant charge.
- 2.8.2.4.3. Replace filter/dryer in motor cooling line.
- 2.8.2.4.4. Test the security of mounting points; tighten all major points.
- 2.8.2.4.5. Record refrigerant level.
- 2.8.2.4.6. Review machine operation with operator.
- 2.8.2.4.7. Log machine at departure.
- 2.8.2.4.8. Run complete interlocking circuit where possible.
- 2.8.2.4.9. Report machine condition and repair requirements (if any).

**2.8.2.5. Spectrochemical Oil Analysis**

Sampling Procedure:

- 2.8.2.5.1. Run machine to circulate oil in pump.
- 2.8.2.5.2. Oil should be warm, not hot, from operation so as to obtain a representative sample.
- 2.8.2.5.3. Sample will be taken at a petcock installed on the oil line before the filter.
- 2.8.2.5.4. Provide an appropriate and clean container for the sample.
- 2.8.2.5.5. Provide a label indicating:
  - 2.8.2.5.5.1. Machine manufacturer
  - 2.8.2.5.5.2. Model
  - 2.8.2.5.5.3. Oil type
  - 2.8.2.5.5.4. Run hours
  - 2.8.2.5.5.5. Elapsed time since last sampling.

**2.8.2.6. Analysis and Report:**

- 2.8.2.6.1 Laboratory analysis to identify twenty metallic elements which are measured by a direct reading spectrometer

**2.8.2.7. Additional Tasks and Special Instructions:**

- 2.8.2.7.1. Inspect and secure connections of wiring from top of main breaker feeding chillers to chiller unit
- 2.8.2.7.2. Identify water content which will be reported in ppm detectable to less than one ppm.
- 2.8.2.7.3. Measure the viscosity of the sample at 40 degrees centigrade and report in centistokes.
- 2.8.2.7.4. Measure total acid number and report.
- 2.8.2.7.5. Provide a written report of all conditions and content to include:
  - 2.8.2.7.5.1. Unit and oil condition (normal, abnormal, critical).
  - 2.8.2.7.5.2. Suitability of oil for continued use.
  - 2.8.2.7.5.3. Recommendation for corrective action.
  - 2.8.2.7.5.4. Answers to specific questions submitted with the sample.

**2.9. ANNUAL SERVICES TO BE PROVIDED – Chillers 8-10 (Completed in January)**

**2.9.1. Services**

- 2.9.1.1. Clean condenser coils

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.9.1.2. Check all condenser fans
- 2.9.1.3. Check superheat
- 2.9.1.4. Check refrigerant pressures
- 2.9.1.5. Check for refrigerant leaks and refill as needed
- 2.9.1.6. Check voltage and amp draw
- 2.9.1.7. Check electrical connections for tightness and signs of overheating
- 2.9.1.8. Check temperature sensors
- 2.9.1.9. Check all safeties
- 2.10. **ANNUAL SERVICES TO BE PROVIDED** (Completed in January)
  - 2.10.1. **Centrifugal Chiller Vibration - Service "F"** to be done to all chillers once per year in the month of January.
  - 2.10.2. **Preparation:**
    - 2.10.2.1. The equipment will be running under load at the time of the analysis.
    - 2.10.2.2. Contractor will provide a PC compatible microprocessor-based collector and field analyzer.
    - 2.10.2.3. The data collector will be capable of instantaneous graphic/numerical read-out of vibration signature.
    - 2.10.2.4. Contractor will provide a qualified technician for data collection.
    - 2.10.2.5. Contractor will install non-invasive monitoring reference points prior to starting the analysis.
    - 2.10.2.6. Setup data collector parameters based on machine specific frequency/amplitude ranges and alarm levels.
  - 2.10.3. **Data Collection:**
    - 2.10.3.1. Monitor and record operating current and full load amperage.
    - 2.10.3.2. Determine running load as a percentage of design load.
    - 2.10.3.3. Collect vibration signatures at horizontal, vertical and axial machine locations to capture appropriate spectral components for specific chiller configuration.
  - 2.10.4. **Data Analysis of Results:**
    - 2.10.4.1. Compare machine vibration signature to model-specific failure norms to detect motor/electrical, mechanical and hydraulic conditions and defects.
  - 2.10.5. **Additional Tasks and Special Instructions:**
    - 2.10.5.1. Compare current data to prior diagnostic vibration samples to determine wear/failure trends if samples are available.
  - 2.10.6. **Report Phase:**
    - 2.10.6.1. Report imminent failure condition to Project Manager verbally at time located.
    - 2.10.6.2. A written report of results and recommendations will be provided to the Project Manager.
    - 2.10.6.3. The written report will be available within ten (10) days and will include:
      - 2.10.6.3.1. Written description of analysis procedures used to take readings.
      - 2.10.6.3.2. Classifications of severity based on scale for centrifugal chillers.
      - 2.10.6.3.3. Chiller identification data.
      - 2.10.6.3.4. Vibration data for type of system, amplitude orientation and severity.
      - 2.10.6.3.5. Analysis/results of specific findings based on chiller vibration

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

analysis.

2.10.6.4. Recommendations to include any specific actions warranted by the analysis.

2.10.6.4.1. Chiller measurement diagram showing diagnostic frequencies and measurement points.

2.10.6.4.2. Spectral plots indicating frequency, magnitude and identification of spectral peaks above threshold.

**2.10.7. Eddy Current Tube Analysis Service "G"** (All chillers in month of January)

**2.10.7.1 Preparation:**

2.10.7.1.1. Contractor will provide a qualified technician for data collection.

2.10.7.1.2. Analysis will be performed only after the tubes have been sufficiently cleaned to industry standards.

**2.10.8. Report Phase:**

2.10.8.1. Report imminent failure conditions to the Facilities Maintenance Manager or his designated representative verbally at time located.

2.10.8.2. A written report of results and recommendations will be provided to the Facilities Maintenance Manager or his designated representative.

2.10.8.3. The written report will be available within ten (10) days and will include:

2.10.8.3.1. Written description of analysis procedures used to take readings.

2.10.8.3.2. Classifications of severity based on scale for centrifugal chillers.

2.10.8.3.3. Chiller identification data.

**2.10.9. Parameters tested and results.**

2.10.9.1. Corrosion and severity.

2.10.9.2. Pitting and severity.

2.10.9.3. Freeze bulges - charts and diagrams.

2.10.9.4. Leaks - charts and diagrams.

2.10.9.5. Recommendation to include any specific actions warranted by the analysis.

**2.11. BOILER EQUIPMENT AND LOCATION**

**2.11.1. Location: 1975 Central Energy Plant - 315 W. Main St., Tavares, FL**

**Aerco Boilers 1 and 2**

Model No. BMK1000 Boiler

Serial No. 6-12-0715 and 6-12-0716

Input 1000MBH

Output 930MBH

**Boiler Pumps**

Marathon

Model 184TTB6026

Serial 450063598-312017

Nema

Model ASGH

Serial 37 746

**2.11.2. Location: 1990 Central Energy Plant - 551 W. Main St., Tavares, FL**

**2.11.2.1. Bryan Flexible Tube Boilers 1 and 2**

Model No. CL300-W-GI

Serial No. 70341 and 70342

MFG. No. 901423

Input Max/ Min 3000/1500 MBH

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

Output 2400 MBH

120 Volt Circuit

**2.11.2.2. PVI Boilers 3,4,5,6**

Model No. 140N250A-G

Serial No. 0404112871 – 0404112870 – 0404112872 - 0901105344

Input BTUH 1,400,000

250 Gallon

115 Volt Circuit

**2.11.2.3. AO Smith Boilers 7, 8, and 9**

Model No. BTH500A200

Serial No. 1422M000753

Serial No. 1422M000754

Serial No. 1422M000755

**2.11.2.4. Boiler Pumps**

WEG Model 01018EP3E215T

NEMA Model EHH8P

**2.11.3. Location: 2009 Central Energy Plant - 445 W. Alfred St., Tavares, FL**

**2.11.3.1. Bryan Boilers 1 and 2**

Model No. RW850-W-FDG

Serial No. 97066 and 97071

Input MBH 8500/3386

Output MBH 7140

120 Volt Circuit

Motor 3 Phase/480 Volt

**2.11.3.2. Bryan Boiler 3**

Model DR650-W-FDG

Serial 96927

Input MBH 650/325

Output MBH 543

120 Volt circuit and motor

**2.11.3.3. Boiler Pumps**

Baldor Model 37F614T973 Serial F0809035095

Baldor Model 37F614T973 Serial F0809035170

Leeson Model C324T1TFB7D

Leeson

**2.12. SERVICE TO BE PROVIDED**

Semiannual and annual inspections and maintenance of all hot water boilers and all water heating units to be performed per the manufacturer's operation and maintenance manual and must include, but not be limited to cleaning, inspecting, testing, repairing, brushing, tube cleaning, and replacing of parts and re-factory work as follows:

**2.12.1. Semi-annually:**

2.12.1.1. Check/Test all of the safety controls including, but not limited to the low gas pressure fault test, high gas pressure test, interlocks test, low water level fault test, and the water temperature control fault test, flame fault tests, air flow fault tests, for proper condition and satisfactory operation.

2.12.1.2. Check/clean/adjust all of the burner components, as needed. Blower, flame sensor, ignition and flame sensor leads, orifices, nozzles, burners, and

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

linkage for proper condition and satisfactory operation.

- 2.12.1.3. Check all controls and safety controls.
- 2.12.1.4. Inspect and test the high limit lockout.
- 2.12.1.5. Check operating temperature control.
- 2.12.1.6. Check low water cut out.
- 2.12.1.7. Check pressure gauges.
- 2.12.1.8. Inspect wiring and all connections.
- 2.12.1.9. Check the flame safeguard controller for proper operation. Inspect and tighten all related controller connections. Check and clean the flame safeguard controller cabinet.
- 2.12.1.10. Check the function of the sight glass isolation valves, sight glass, rubber, and brass washers.
- 2.12.1.11. Check all gas fittings, connections and shut off valves for gas leaks.
- 2.12.1.12. Check the draft inducer blower for proper operation, where applicable.
- 2.12.1.13. Check clean or replace the combustion air inlet filters, where applicable.
- 2.12.1.14. Check clean or replace the O<sub>2</sub> sensors, where applicable.
- 2.12.1.15. Check, clean, and replace the media in the drain filters, where applicable.
- 2.12.1.16. Check and adjust the gas pressures at the main regulator and the pilot regulator.

**2.12.2. Annually:**

- 2.12.2.1. Conduct a visual inspection of each boiler and auxiliary equipment i.e., circulating pumps, check valves, traps and any other related equipment.
- 2.12.2.2. Check the condition and clean the flue pipe as needed.
- 2.12.2.3. Check the operation of the barometric damper.
- 2.12.2.4. Check the combustion efficiency of the burner.
- 2.12.2.5. Check CO, CO<sub>2</sub>, O<sub>2</sub>, and stack temperature.
- 2.12.2.6. A written combustion analysis must be provided to the Energy Management Supervisor.
- 2.12.2.7. Test safety relief devices (valves).
- 2.12.2.8. Check for discoloration of the boiler shell and for hotspots possibly caused from refractory issues.
- 2.12.2.9. The boiler must be opened on the water and fire side and resealed with new gaskets.
- 2.12.2.10. The fire side must be cleaned, vacuumed, and wire brushed. All fire tubes must be wire brushed cleaned.
- 2.12.2.11. Check the fire chamber for proper burner operation (soot build up).
- 2.12.2.12. Clean and inspect the refractory and make repairs as needed.
- 2.12.2.13. The water side must be free of scale and cleaned as needed.
- 2.12.2.14. Inspection of boilers internal surfaces should be performed, to detect corrosion or deterioration.

2.12.3. All deficiencies or corrective actions needed must be documented and reported to the Facilities Maintenance Manager or his designated representative.

**2.13. CHEMICAL SERVICE FOR HVAC/BOILER SYSTEMS**

2.13.1. Must include all of the chiller systems listed above as well as the central boiler systems located at the 1975, 1990, and 2009 Central Energy Plants.

**2.14. SERVICES TO BE PROVIDED MONTHLY**

**Maintenance and Repair of Chiller, Boiler, Cooling Tower, and Pump,  
Including Water Analysis and Treatment**

- 2.14.1. Provide chemical treatment inhibitors for all chilled water and heating hot water circulating closed loop systems.
- 2.14.2. Cooling tower water treatment system.
- 2.14.3. Provide cooling water treatments for scale, corrosion and algae.
- 2.14.4. Provide corrosion test coupons for steel and copper to fit existing coupon rack.
- 2.14.5. Provide consulting and testing services for all water treatment on a routine basis as needed and at least once a month.

**2. COUNTY RESPONSIBILITIES**

As stated in Exhibit D.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE.**

As stated in Exhibit D.

**4. WARRANTY REQUIREMENTS**

As stated in Exhibit D.

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



A. 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. 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 working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

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

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

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

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

B. 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 all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

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

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

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

F. Certificate 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

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

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

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

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

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

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

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	1
DEFINITIONS .....	1
INSTRUCTIONS TO VENDORS .....	1
PREPARATION OF PROPOSALS .....	2
COLLUSION.....	2
PROHIBITION AGAINST CONTINGENT FEES .....	2
CONTRACTING WITH COUNTY EMPLOYEES .....	3
INCURRED EXPENSES .....	3
AWARD .....	3
GRANT FUNDING.....	3
STATE REGISTRATION REQUIREMENTS .....	4
PRIME CONTRACTOR.....	4
SUBCONTRACTING.....	4
DISADVANTAGED BUSINESSES .....	4
GENERAL CONTRACT CONDITIONS.....	4
GOVERNING LAW .....	4
COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES.....	4
CONTRACT EXTENSION .....	5
MODIFICATION OF CONTRACT .....	5
ASSIGNMENT.....	5
NON-EXCLUSIVITY.....	5
OTHER AGENCIES .....	5
CONTINUATION OF WORK.....	5
WARRANTY .....	5
DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR .....	5
COUNTY IS TAX-EXEMPT.....	6
SHIPPING TERMS, F.O.B. DESTINATION.....	6
ACCEPTANCE OF GOODS OR SERVICES.....	6
ESTIMATED QUANTITIES .....	6
PURCHASE OF OTHER ITEMS .....	7
SAFETY .....	7
MATERIAL SAFETY DATA SHEET (MSDS) .....	7
TOBACCO PRODUCTS .....	7
CLEAN-UP.....	7
PROTECTION OF PROPERTY .....	8
CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES .....	8
TRUTH IN NEGOTIATION CERTIFICATE.....	8
COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS.....	8
RESPONSIBILITY AS EMPLOYER.....	8
MINIMUM WAGES .....	9
PRICE REDETERMINATIONS.....	9
INDEMNIFICATION .....	9
TERMINATION FOR CONVENIENCE .....	9

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING.....	9
TERMINATION FOR DEFAULT.....	9
FRAUD AND MISREPRESENTATION .....	10
RIGHT TO AUDIT .....	10
PROPRIETARY/CONFIDENTIAL INFORMATION.....	10
PUBLIC RECORDS LAW.....	10
COPYRIGHTS .....	12
SOVEREIGN IMMUNITY.....	12
COMPLIANCE WITH FEDERAL STANDARDS.....	12
E-VERIFY .....	12
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA).....	12
FORCE MAJEURE.....	13
NO CLAIM FOR DAMAGES .....	13
CERTIFICATION REGARDING SCRUTINIZED COMPANIES .....	13
ANTI-TRAFFICKING RELATED ACTIVITIES.....	13
NOTICES .....	14

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **DEFINITIONS**

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

**Contractor:** The Vendor to whom award has been made.

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

**Proposal:** Any offer submitted in response to a solicitation.

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

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

### **INSTRUCTIONS TO VENDORS**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

### **PREPARATION OF PROPOSALS**

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

### **COLLUSION**

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

### **PROHIBITION AGAINST CONTINGENT FEES**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **CONTRACTING WITH COUNTY EMPLOYEES**

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

### **INCURRED EXPENSES**

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

### **AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

### **GRANT FUNDING**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

### **STATE REGISTRATION REQUIREMENTS**

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

### **PRIME CONTRACTOR**

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

### **SUBCONTRACTING**

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

### **DISADVANTAGED BUSINESSES**

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

### **GENERAL CONTRACT CONDITIONS**

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

### **GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

### **COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

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



## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

### **CONTRACT EXTENSION**

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

### **MODIFICATION OF CONTRACT**

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

### **ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

### **NON-EXCLUSIVITY**

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

### **OTHER AGENCIES**

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

### **CONTINUATION OF WORK**

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

### **WARRANTY**

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

### **DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### **SHIPPING TERMS, F.O.B. DESTINATION**

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

### **ACCEPTANCE OF GOODS OR SERVICES**

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

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

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

### **ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **PURCHASE OF OTHER ITEMS**

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

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

### **SAFETY**

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

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

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

### **MATERIAL SAFETY DATA SHEET (MSDS)**

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

### **TOBACCO PRODUCTS**

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

### **CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **PROTECTION OF PROPERTY**

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

### **CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

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

### **TRUTH IN NEGOTIATION CERTIFICATE**

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

### **COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

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

### **RESPONSIBILITY AS EMPLOYER**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **MINIMUM WAGES**

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

### **PRICE REDETERMINATIONS**

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

### **INDEMNIFICATION**

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

### **TERMINATION FOR CONVENIENCE**

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

### **TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

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

### **TERMINATION FOR DEFAULT**

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

### **FRAUD AND MISREPRESENTATION**

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

### **RIGHT TO AUDIT**

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

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

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

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

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

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

### **PUBLIC RECORDS LAW**

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

**TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

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

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

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

### **COPYRIGHTS**

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

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

### **SOVEREIGN IMMUNITY**

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

### **COMPLIANCE WITH FEDERAL STANDARDS**

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

### **E-VERIFY**

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

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

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

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

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



## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **FORCE MAJEURE**

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

### **NO CLAIM FOR DAMAGES**

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

### **CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

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

For purchases of \$1 million or more:

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

### **ANTI-TRAFFICKING RELATED ACTIVITIES**

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

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

### **NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND**

**FOR \_\_\_\_\_ SERVICES**

**ITB # \_\_\_\_\_**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, referred to in this Agreement as COUNTY, and \_\_\_\_\_, a (type of entity), its successors and assigns, referred to in this Agreement as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted an RFP/RFQ/ITB seeking firms or individuals qualified to provide \_\_\_\_\_ Services to Lake County; and

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

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

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. The foregoing recitals are incorporated herein.
2. The purpose of this Agreement is for CONTRACTOR to provide \_\_\_\_\_ Services to Lake County, including (brief description of the scope of work) , hereinafter, the “service.”
3. Scope: On the terms and conditions set forth in this contract, COUNTY hereby engages CONTRACTOR and CONTRACTOR agrees to provide all labor, materials, and equipment to complete the service in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**, as well as the completed Submittal Form, attached hereto and incorporated herein as **Exhibit B**. There is no guarantee of a minimum or maximum dollar amount that will be expended as a result of this Agreement.
4. Term: This Agreement will commence upon the first day of the next calendar month after Board approval. This Agreement will remain in effect for an initial term of one year, with the option to renew this Agreement for two additional two-year periods. Continuation of the agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY. The parties acknowledge that the term may be extended until the completion of any express and implied warranty periods provided within this agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.
5. Payment: COUNTY will pay and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligation hereunder as provided in the pricing sheet attached as **Exhibit C**. Agreement prices will prevail for the full duration of the Agreement. Prior to the completion

of each term, the COUNTY may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics.

6. Invoice: The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. CONTRACTOR will submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices will not exceed 10 calendar days beyond the date the service was completed. Under no circumstances will the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service.

7. Progress Invoices: CONTRACTOR will submit progress invoices no later than the first of each month to the Office of Facilities Management, 32400 C.R. 473, Leesburg, Florida 34788. All invoices will contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts or materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Service and are shown on the invoice, they will be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket will be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts or materials (if any) installed. CONTRACTOR will also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of agreement and this agreement may be terminated. Final invoices will include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. *Service \$25,000 and Under:* The COUNTY will provide a lump sum payment when all Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR will submit a documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments will be at the sole discretion of the COUNTY; or

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

8. Licenses and Permits: CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service. CONTRACTOR will remain appropriately licensed throughout the course of the service. Failure to maintain all required licenses will entitle the COUNTY to terminate this Agreement. CONTRACTOR will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

9. Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation.

10. Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the COUNTY'S Project Manager will be required. The cost of the rental will be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment will be included with the invoice. CONTRACTOR will be allowed to assess a percentage of up to 15% over the cost of the rental. A copy of the rental invoice to CONTRACTOR will accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

11. Funding: In the event any part of this Agreement or the Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements will be supplied to the CONTRACTOR by the COUNTY upon request.

12. Price Redeterminations: CONTRACTOR may, but is not obligated to, petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations will be made within 30-calendar days of the anniversary date of the Agreement and only after the Agreement has been in effect for at least one year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement. The following apply:

A. Basis for Price Redeterminations. The CONTRACTOR may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The COUNTY will have the right to audit the CONTRACTOR'S records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor will refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be granted only by reason of wage increases associated with the CONTRACTOR'S employees or subcontractors performing work or services pursuant to the Agreement.

C. Fuel Price Redetermination. If the price of fuel increases by a minimum of 10% percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor will be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of 10% percent. Failure to make such petition may be grounds for Agreement termination and will entitle the COUNTY to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the CONTRACTOR'S operations in connection with the CONTRACTOR'S performance of the Agreement.

D. All Price Redeterminations will be calculated as demonstrated in this example:  
Contractor indicated on the Submittal Form that 30% of the cost to provide the product/service is directly attributed to the redetermination category (wage or fuel).

Current applicable PPI \$200.50  
Base index PPI - \$179.20  
PPI increase dollars \$21.30  
PPI increase percentage ( $\$21.30 / \$179.20 = .1189$ ) 11.9%  
Unit cost of the service is: \$100.00  
30% of \$100.00 is directly attributed to the redetermination category \$30.00  
 $\$30.00 \times 11.9\% = \$3.57$   
New unit price is  
( $\$100 + \$3.57$ ) \$103.57

E. Expiration Upon Failure to Agree to Price Redetermination. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

13. County Responsibilities.

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

B. The COUNTY will pay in accordance with the provisions set forth in this Agreement. The COUNTY retains the right to inspect all work to verify compliance with the agreement documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

14. Agreement Documents.

A. Definitions: For purposes of this Agreement, the term "agreement documents" includes all bid documents, drawings, the Scope of Services, attachments to this agreement, and provisions within this Agreement, along with any change orders or amendments to this agreement. It is the intent of the agreement documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the agreement documents as being required to produce the intended result will 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 will be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will

mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

B. Agreement Documents: The agreement documents and all referenced standards cited therein are essential parts of the agreement requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, will be provided or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper construction or operation of the Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR will not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR will immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

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

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

15. Contractor Personnel

A. Personnel: CONTRACTOR will assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily, to operate any equipment involved, and will make do and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

B. E-Verify: CONTRACTOR will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this agreement; and will expressly require any contractor and subcontractors performing work or providing services pursuant to this agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the agreement term.

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

D. Superintendent: CONTRACTOR will have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent will supervise all trades, direct all Service activities, establish and maintain installation schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent will have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent will be furnished regardless of the amount of work sublet. The CONTRACTOR'S superintendent will speak, write, and understand English and will be on the job site during all working hours.

E. Dress Code: CONTRACTOR will maintain a dress code for its employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Service.

F. Employee Documentation: If required by the COUNTY for a Service, CONTRACTOR will provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Service. Documentation will be provided within five working days of request and will be submitted electronically in PDF format. This information will also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the agreement period for the Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All required documentation will be supplied in one PDF attachment that will be titled with the Company's name, the person's name, and the person's birthdate.

*Example*: ACME Plumbing - John H. Smith - 10/10/96. The documentation will include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

G. Criminal Justice Information Services (CJIS): When advised by the COUNTY'S Project Manager, CONTRACTOR'S personnel, subcontractors, and representatives will be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and will be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.



H. Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the CONTRACTOR will be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check." CONTRACTOR will be responsible for all costs associated with the "Certified Background Check." A copy of the "Certified Background Check" will be supplied to the COUNTY'S Project Manager prior to any work starting. The COUNTY'S Project Manager will notify the CONTRACTOR electronically of approved and denied background checks. Reasons for denials will not be provided.

I. Identification Badging / Proximity Cards / Keys: CONTRACTOR'S personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR will be issued identification badge(s) and will be required to wear them at all times while on COUNTY property. Personnel, subcontractors, and representatives of the CONTRACTOR will not be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys will be issued to or approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, or keys are ready for pickup, and will have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

J. Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR will immediately notify the COUNTY'S Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR will be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card or key. All fees due will be deducted from the CONTRACTOR'S next invoice.

K. Reports: CONTRACTOR will provide an initial report within 30 business days of the start date and then a quarterly report due the first week of the month in January, April, July, and October for all employees currently being utilized for Projects or Services for the COUNTY. All additions or changes will be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized excel form at agreement initiation that will be used. Reports will be provided for the duration of the Service. The report will be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports will include the following information Individual's name, birthdate, and driver's license number, Identification badge/proximity card number, All facilities where the employee works, All facilities accessible by proximity card or key, The date the identification badge/proximity card was issued, Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage, and the date that the individual left employment of the contractor and the identification badge/proximity card was returned.

L. Leave Reporting and Project Completion: CONTRACTOR will immediately contact the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of CONTRACTOR that are utilized for Service for the COUNTY. CONTRACTOR will contact the COUNTY'S Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three business days of dismissal or leave. At the completion of the Service the CONTRACTOR will, within three business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

M. Subcontractors:

- i. CONTRACTOR will be responsible to the COUNTY for the acts and omissions of CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.
- ii. All subcontractors, for as long as the subcontractor is working on the job site, will have at least one supervisor/foreman on the job site that will speak and understand English.
- iii. CONTRACTOR will cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.
- iv. CONTRACTOR will include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

N. Emergency Contact: CONTRACTOR will have a responsible person available at, or reasonably near, the Service on a 24 hour basis, seven days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR will submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list will contain the name of their supervisors responsible for work pertaining to this Agreement.

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

16. Safety:

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

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR 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 will be borne by 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 CONTRACTOR and its employees.

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

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY will take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site.

F. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. CONTRACTOR will erect and maintain, as required by existing conditions and agreement performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

H. CONTRACTOR will be responsible for the removal of all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal will be included in the lump sum price stated elsewhere herein. CONTRACTOR will leave the site clean and neat. All work must be cleaned up prior to the next day of business. The specified work will not interfere with the regular operating hours of Lake County.

I. CONTRACTOR must have ample cleaning supplies and a minimum of two vacuum cleaners on-site for clean-up. The CONTRACTOR will not use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR will thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY will retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.

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

K. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY

and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS will include the following information:

- i. The chemical name and the common name of the toxic substance
- ii. The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- iii. 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.
- iv. The primary route of entry and symptoms of exposure.
- v. 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;
- vi. The emergency procedure for spills, fire, disposal and first aid.
- vii. 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.
- viii. 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.

17. Facilities Provisions.

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

B. General Inspection Requirements:

- i. CONTRACTOR will furnish the COUNTY with every reasonable accommodation for finding out whether the work performed, and materials used are in accordance with the requirements and intent of the agreement documents. If the COUNTY so requests, the CONTRACTOR will, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR will restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the

COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at CONTRACTOR'S expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

- ii. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.
- iii. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR'S expense or terminating this Agreement. CONTRACTOR will not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the agreement documents.
- iv. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the agreement documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals will be paid for out of any monies due or which may become due to CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the agreement documents, including an appropriate decrease to the agreement amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective work and additional compensation due the COUNTY. CONTRACTOR will not be allowed an extension of the term of this Agreement because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies hereunder.
- v. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the agreement price for such work or materials necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.
- vi. When all or a portion of the cost of Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other

governmental agency representative, but such inspections will not make the government or agency a party to this agreement.

18. Service Materials and Storage:

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

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

C. When not specifically identified in the technical specifications, such materials and equipment will be of a suitable type and grade for the purpose.

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

19. Time for Completion and Extensions:

A. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR will diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR'S work with the work of other contractors so that CONTRACTOR'S work or the work of others will not be delayed or impaired. CONTRACTOR will be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the agreement documents.

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

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

20. Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and CONTRACTOR will execute the change order. The value of such extra work or change will be determined by the agreement unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the agreement price.

B. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY'S adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had. For work not contemplated by the original agreement, the amount of an increase will be limited to CONTRACTOR'S reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum 10% markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs will be permitted, with a maximum 5% markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of 15% of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

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

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

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

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

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

A. The COUNTY, through the Office of Facilities Management, shall determine whether the COUNTY will directly purchase certain materials required for the service. The CONTRACTOR shall prepare a list of proposed items that may be desirable for County direct purchasing. Proposed items will

be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify CONTRACTOR in writing of the specific materials which are intended to be purchased.

B. Within ten (10) calendar days from receipt of the written notice described in Paragraph 21.A., the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the Construction Schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

C. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the Agreement Documents, including, without limitation, the plans, specifications, and Construction Schedule. Within the earlier of: five (5) calendar days from the receipt of the proposed Purchase Order or the day prior to the date provided by the CONTRACTOR as defined hereinabove, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Agreement Documents, including, without limitation, the plans, specifications and Construction Schedule.

D. The COUNTY, through the Office of Facilities Management, will place the Order for the materials with the vendor.

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

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

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

**THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY.**

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the County's policy and the Change Order will become a part



of the Contract Documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the County, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the County under this program.

22. Claims and Disputes:

A. Claims by CONTRACTOR will be made in writing to the COUNTY within two business days after the commencement of the event giving rise to such claim or CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in Work."

B. CONTRACTOR will 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 will continue to make payments on the undisputed portion of the agreement in accordance with the agreement documents during the pendency of any claim.

C. Claims by CONTRACTOR will be resolved in the following manner:

- i. Upon receiving the claim and supporting data, the COUNTY will within 15 calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have 15 calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- ii. If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.
- iii. Claims by the COUNTY against CONTRACTOR will be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR will respond in writing within 15 calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY will have the option to submit the matter to mediation as set forth in (C)(ii) above.
- iv. Arbitration will not be considered as a means of dispute resolution.
- v. No claim for damages or any claim other than for an extension of time will be made or asserted against the county by reason of any delays. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR will receive no damages for delay. This provision will not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR will be entitled to extensions of the agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. Acceptance of the Work and Final Payment: The work and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the product(s) or service(s) is (are) accepted by the COUNTY and will be in compliance with the terms herein, in accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

24. Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this agreement has been satisfactorily completed, the COUNTY will make the final inspection. The final inspection will be completed within five business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will notify CONTRACTOR, if necessary, of any deficiencies with the Service, and CONTRACTOR will correct all deficiencies before final acceptance and payment is made.

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

26. Final Acceptance: When the Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties will make an inspection of the Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR will have 10 calendar days to correct all deficiencies. An \$80.00 re-inspection fee will be applied for the third inspection and any required re-inspection thereafter. The COUNTY will have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the agreement and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

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

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

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

30. Warranties:

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

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

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

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

E. Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess Liquidated Damages, not a penalty, for each calendar day. The Service will be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at

the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages will be as set forth in the following table:

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

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

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

32. Submittals and Equal Products:

A. Submittals of products required for the Service assigned to CONTRACTOR hereunder, will be supplied to the COUNTY for pre-approval prior to the start of the work. These documents will be provided to the COUNTY at least one week before the installation.

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

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

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

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

34. Termination: This Agreement may be terminated by the COUNTY upon 10 calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 10 calendar day advance written notice, the COUNTY will reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause: Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR will be excluded from the foregoing provision. Termination costs, if any, will not apply. The 10-calendar day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONTRACTOR and CONTRACTOR will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/tasks delivered under this Agreement.

35. Assignment of Agreement: This Agreement will not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve CONTRACTOR of liability and obligations under this agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR will notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

36. Insurance:

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated 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 this Agreement. 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 working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

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

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

- ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$300,000
- iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employer	\$100,000
Disease-Policy Limit	\$100,000

B. 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 all applicable policies. Certificates of insurance must identify the Solicitation/Agreement number in the Description of Operations section on the Certificate.

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

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

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

F. Certificate 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

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

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

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

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

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

37. Indemnity: The CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserve the right to defend itself with its own counsel or retained counsel at CONTRACTOR's expense. 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.

38. Independent Contractor: The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall 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.

39. 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 this agreement 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 fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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

41. Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the agreed pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments will be made within one year following the end of the agreement.

42. Public Entity Crimes: Pursuant to Section 287.133(2)(a), 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 submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under an agreement with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

43. Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. 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 here and that no such person will have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

44. Retaining Other Contractors: Nothing herein will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY'S offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

45. Accuracy: During this Agreement, CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR will, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

46. Right to Audit: The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its



records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

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

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

47. Force Majeure: The parties will exercise every reasonable effort to meet their respective obligations hereunder, 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 or any other cause beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

48. Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed will be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work will be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary, because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per person per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

49. Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the agreement will 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.

50. Protection of Property:

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

B. If the Service is to be completed within COUNTY facilities, CONTRACTOR will be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture will either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR will be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR while the work is completed.

51. Risk of Loss/Accident Notification: 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 the COUNTY. CONTRACTOR will immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party. If in the course of completing work as part of this agreement there is an accident that involves the public, CONTRACTOR will as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR will follow up in writing within two business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR will forward a copy of the report to the COUNTY.

52. Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three 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'S Project Manager.

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

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

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

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

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. 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.

53. This Agreement is governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie in Lake County, Florida.

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

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

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

57. The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Agreement.

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

59. The CONTRACTOR will at all times comply with all Federal, State and local laws, rules and regulations.

60. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five years. The COUNTY may terminate or cancel any other agreements with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

61. With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. In addition, although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

62. The CONTRACTOR will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subcontractors without a COUNTY contract/agreement are limited to thirty percent of the task not to exceed \$35,000. Professional services subcontractors currently under agreement with the COUNTY obtained through competitive solicitation may be utilized by CONTRACTOR without limits. CONTRACTOR may be required to use subcontractors currently under contract with the COUNTY. The professional services subcontractors' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subcontractors will

be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed. The CONTRACTOR agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR must be able to promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

63. The invalidity or unenforceability of any particular provision of this agreement will not affect the other provisions hereof, and this Agreement will be construed as if such invalid or unenforceable provisions were omitted.

64. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice will 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 or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Name, Title  
Company name  
address  
address line 2

If to COUNTY:

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

With a copy to:

County Attorney  
Lake County Administration Building  
315 West Main Street, Suite 335  
Post Office Box 7800  
Tavares, Florida 32778-7800

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

65. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this agreement will need to be added via written addendum, and pricing negotiated based on final specifications. This agreement contains the following exhibits, all of which are incorporated in this agreement:

Exhibit A	Scope of Services
Exhibit B	Submittal Form
Exhibit C	Pricing Sheet

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties through their authorized representatives have signed this Agreement on the dates under each signature:

**CONTRACTOR**  
COMPANY NAME.

By: \_\_\_\_\_  
Name/title  
In his/her official capacity on behalf of  
Company name

Licenses:

This \_\_\_\_ day of \_\_\_\_\_, 2022.

**COUNTY**  
Lake County, Florida, a political subdivision of  
the State of Florida, by and through its *Office of  
Procurement Services/County Manager/Board of  
County Commissioners*

\_\_\_\_\_  
*Ron Falanga, Director*

This \_\_\_\_ day of \_\_\_\_\_, 2022.

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh, County Attorney

**Exhibit A**  
**Scope of Services**







**Exhibit B  
Submittal Form**





**Exhibit C**  
**Pricing Sheet**



**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**  
**TO BE SUBMITTED WITH ALL FINAL PAYMENT APPLICATIONS**

Before me, the undersigned authority, personally appeared

(Name of affiant) \_\_\_\_\_, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) \_\_\_\_\_ of  
(Business Name) \_\_\_\_\_  
which does business in the State of Florida, hereinafter called the "Contractor."
2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).
3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a final payment in the amount of: \$\_\_\_\_\_.
4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors

NAME OF LIENOR

AMOUNT DUE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed and Delivered on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_

BY:

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_

by \_\_\_\_\_ who is personally known to me or produced driver license(s) as identification.

\_\_\_\_\_  
Notary Signature

NOTARY STAMP BELOW

\_\_\_\_\_  
Date